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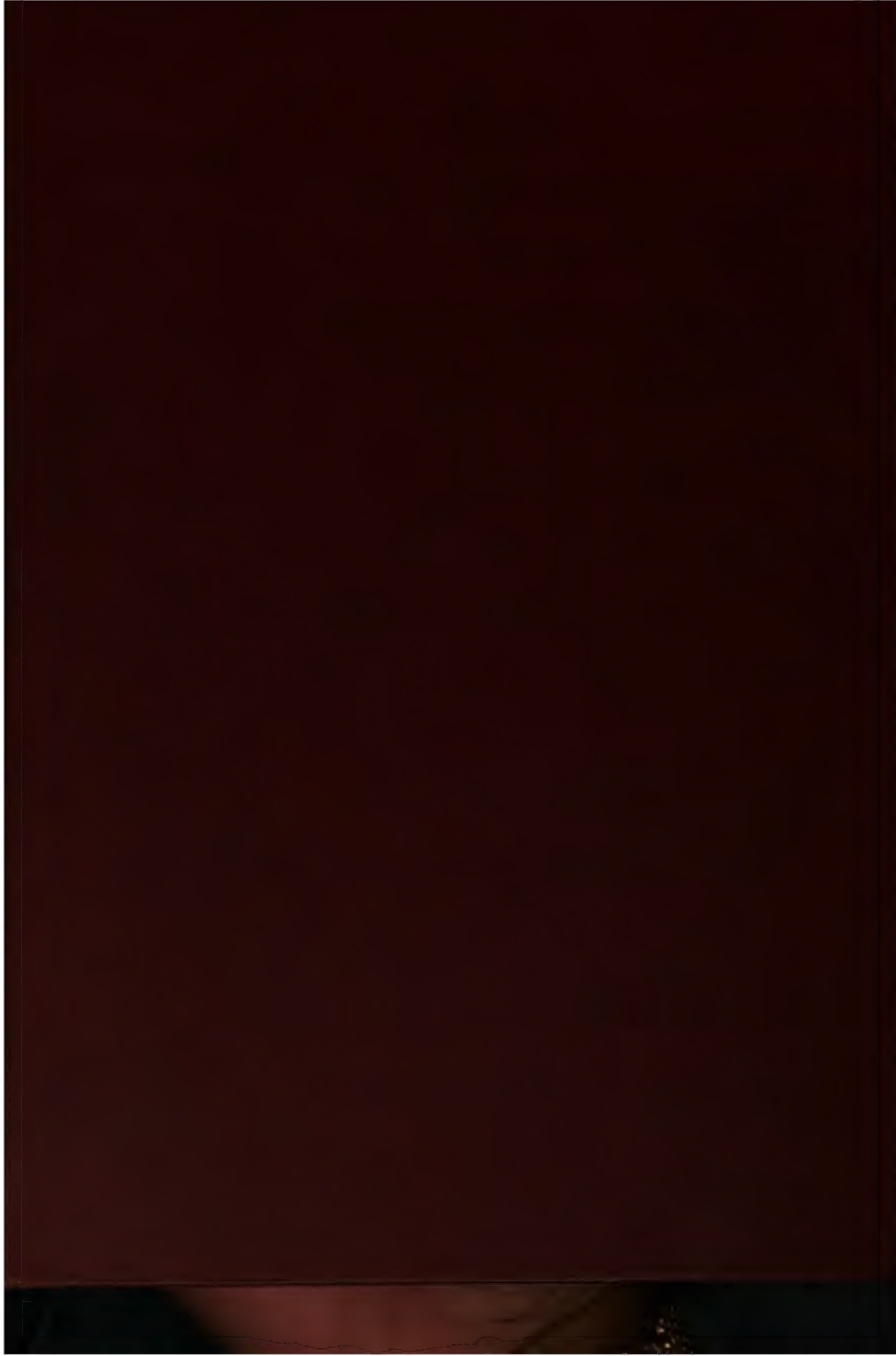
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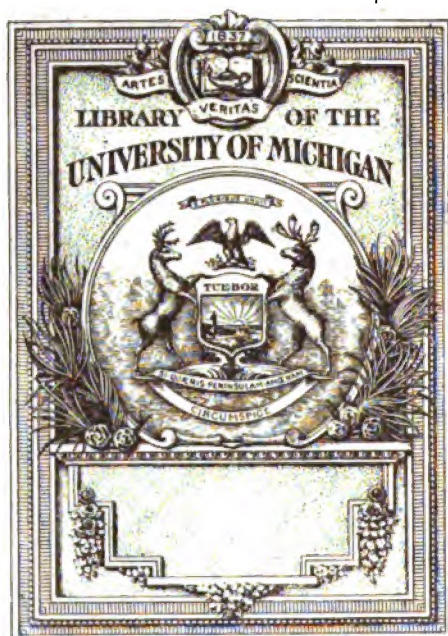
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REPORTS

OF THE

State Board of Arbitration

OF OHIO 

For the Years 1893, 1894, 1895 and 1896, Together

With a Copy of

THE ARBITRATION ACT

AND

THE RULES ADOPTED

In Pursuance Thereof.

NORWALK, O.
THE LANING PRINTING COMPANY
1897.

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REPORTS

OF THE

From

State Board of Arbitration

OF OHIO

For the Years 1893, 1894, 1895 and 1896, Together

With a Copy of

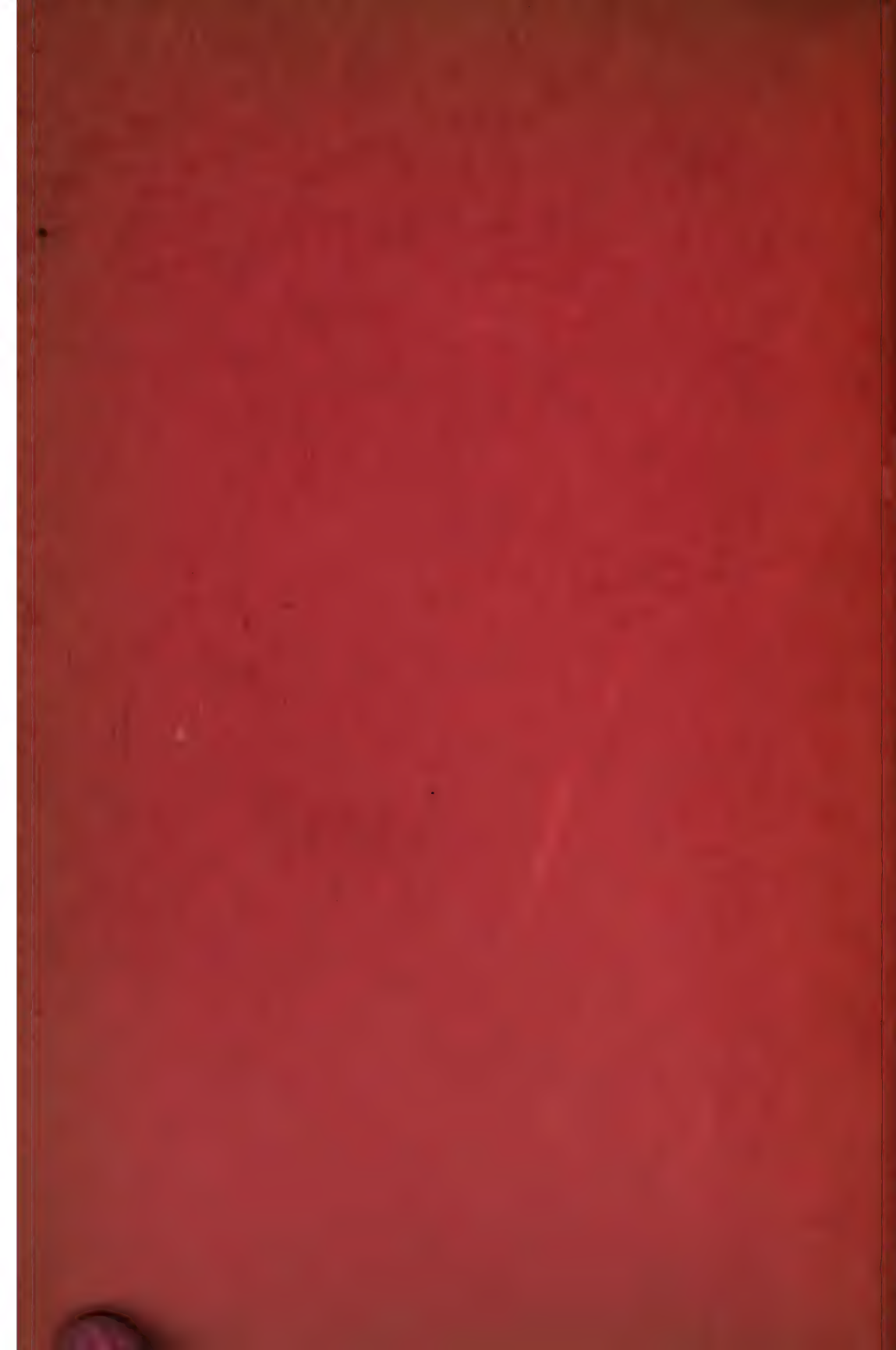
THE ARBITRATION ACT

AND

THE RULES ADOPTED

In Pursuance Thereof.

NORWALK, OHIO
THE LANSING PRINTING COMPANY.
1896.



COLUMBUS, December 30, 1893.

To His Excellency, WILLIAM MCKINLEY, Governor of Ohio.

SIR: We have the honor to submit to you and through you to the General Assembly the report of the State Board of Arbitration for the year 1893.

Very respectfully,

SELWYN N. OWEN,
JOHN LITTLE,
JOS. BISHOP,
State Board of Arbitration.

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Annual Report
OF THE
State Board of Arbitration.

To the Governor and Legislature :

The members of the State Board of Arbitration, organized May 29, 1893, by the selection of Selwyn N. Owen as chairman, and Joseph Bishop as secretary.

Convinced that a brief summary of the Arbitration act, published with the act itself, and circulated among those likely to be most immediately concerned in its operation, would conduce to a better understanding of, and compliance with, its provisions, than would otherwise as speedily result, such summary was prepared, and the secretary was directed to cause 5,000 copies thereof to be printed in pamphlet form with the Act and the Rules of the Board when established and approved, for distribution, accordingly. This was done. The demand for the publication has been such that but few copies remain. As tending to a wider knowledge of the act and practice under it, we append to this report a copy of the forms of application, subpoena, etc.

It very soon after the organization became manifest that the entire time of the secretary would be taken up with the duties of his position, and that an office, or place of business, where he could be found and consulted would be desirable, not to say necessary, for the successful and efficient carrying out of the law. No provision having been made for an office, or for office room, the assistant sergeant-at-arms of the House of Representatives, Mr. Fred Blankner, kindly allowed the secretary to occupy one of the committee rooms of the House during the vacation of the General Assembly.

The secretary has been allowed his *per diem* as a member of the Board while in the discharge of his office, as it was deemed his duties therein so far partook of the nature of his duties as a member of the Board as to justify that course.

It would perhaps be better to fix a salary for the secretary, covering also his compensation as such member.

It is early yet to undertake to say what if anything would be advisable in the way of additional legislation affecting the general scheme of

arbitration. The present law has not been sufficiently tested for that. In a few minor particulars, however, changes might be made.

Section 16 of the act provides:

"The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations, as will disclose the workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the relations of and disputes between employers and employees."

Manifestly some words or clauses have been dropped from the section in the course of legislation. Standing as it does and taken literally, it imposes upon the members of the Board the duty of suggesting such legislation as may be "conducive to * * * *disputes* between employers and employees." The legislative intent would perhaps be expressed by inserting the words "friendly" before "relations," and "to the speedy and satisfactory adjustment of" before "disputes," making the clause read: "Conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employees." At any rate the section should be amended so as clearly to express the intention of the General Assembly.

We have been somewhat hampered by the limitation under section 9, placed upon the power of summoning witnesses. In order that the investigations contemplated may be entitled to full respect, each party to a controversy should be given the right to have witnesses summoned and examined. As the law stands, only operatives and the custodians of books can be summoned. The absence of statutory direction as to means of serving subpoenas has also been a source of embarrassment. Though the board has not as yet had need to deal with contumacious witnesses, nor of authority to suppress disorder at any hearing, still it is not improbable it may experience such need at exceptional times. We therefore suggest appropriate legislation covering these points.

While there has been general concurrence in the plan and purpose of arbitration among parties concerned, so far as our experience justifies us in speaking, it has not been universal. Strenuous opposition has been manifested by a few employers. Such regard the interposition of the Board, even when duly invoked, as an unwarrantable intrusion into private affairs—a sort of invasion of inherent or constitutional rights. They esteem it as one's inalienable right to conduct his own business, legitimate in character—one established by his own means and energies—however extensive and complicated, and whether conducted through corporate agencies or otherwise, precisely as he pleases, whether others are pleased or not. What wages he pays, for what reasons he discharges employees, how he settles his differences, not cognizable in courts, with them, or whether he settles these at all, is his own business; or at any rate not that of the state. When asked if employees should not be consulted and their interests regarded, the ever ready answer is: "They

know the terms of employment. If they do not like them they need not work. Nobody compels them to work."

The laborer points to such contentions as illustrating the necessity of labor unions. He argues: Under the irresistible tendency of the times capital and individual energy are rapidly concentrating in industrial development. Labor must do as near that as possible, in self defense. When a single individual manufacturer—he reasons—employs another individual to assist him, and a difference arises between them, the two meet on equal ground for adjustment. A separation is as liable to injure the employer as the employed. It would likely prove as hurtful to stop the mill till another helper could be had, as to be temporarily deprived of wages. Mutual and reasonable concessions are therefore likely to be made and a just settlement reached. But if the hundred individual manufacturers unite their capital and individual energies into one corporate existence to carry on the business of all, and employ all the hundred laborers to assist, and a difference arise between it and one of them, the disputants are no longer on a common ground of equality as respects results. A separation may ensue and the company goes right on unmolested—unharmful, while he goes without wages, which may mean want to his family. If the hundred workmen, however, resolve to make common cause and to quit work, also if their brother having the difference be unjustly discharged or dealt with, the common ground of adjustment, as in the former case, and similarly, is restored. Each party would or might suffer by separation. Under such circumstances—so runs the contention—a reasonable and fair adjustment as before is more likely to be reached by due weight being given by each party to reasons advanced by the other. This is labor organization. The objectors to the law are disposed to find fault with it. Not so much perhaps on account of organization *per se*, as because of alleged wrongdoing which they claim results from its methods. Some carry their objection so far as to refuse to employ union men.

On the other hand, there are found labor unionists who look upon the law with disfavor, and who sometimes go to the extreme, in supposed furtherance of the interests of their organization, of refusing employment from those who engage nonunion labor.

These extreme positions are a source of trouble, and are not, in our judgment, promotive of the interests of employers or employed. It is not our purpose here to enter upon the question as to how far the contention of these objectors can be supported. We are merely stating conditions as we find them. It may be worth while to remark, however, that in the field of extensive labor employment, with its vast complications, constantly being developed, there is a region, as yet not fully explored, outside of recognized and indisputable lines of individual and corporate rights. What rights and privileges the state may exercise and what are essentially private in that region remain to be determined. It

will take time to elucidate them. It is perhaps true that a broad amplified and just application of the common law rule that one should so use his own as not to injure another, would define these rights. The difficulty is in the application. Arbitration may help to solve that difficulty by pointing out wherein and how the use of one's own—whether that be power, property or labor, or something pertaining to either—injures another, whether that other be a natural person, a corporation or the state, and by indicating the pathway of mutual benefit and improvement. Its aim must ever be to ground its action in every case upon enduring principles. In this way it may assist in enriching the common law and in eventually unfolding to general comprehension its, at present, obscure pages treating of this subject.

The Secretary has compiled from the minutes of the board a statement showing the cases investigated with results, which we append as a part of this report, and to which particular attention is directed.

Very respectfully,

SELWYN N. OWEN,
JOHN LITTLE,
JOS. BISHOP,

Members of the State Board of Arbitration.

Report of Cases.

PITTSBURGH COAL CO., BELLAIRE.

On June 26, 1893, the following application was filed with the Board :
To the State Board of Arbitration, Columbus, Ohio :

The undersigned hereby make application for the arbitration and conciliation of the controversy and differences existing between the undersigned and Clinton Jackson and others, growing out of the business of mining and shipping coal carried on at Bellaire, Ohio, by the Pittsburgh Coal Company, S. J. Rockershausen, manager, who employ at this time not less than twenty-five persons in the same general line of business in the city of Bellaire, county of Belmont, Ohio.

The grievances complained of are: We desire to have the same privilege of paying our employees on the 10th and 25th of each month, or on the Saturday nearest thereto, as about all the mines throughout the state are paying their employees on this basis, which our employees here refuse to accept.

The undersigned hereby promise and agree to continue on in business or at work (as the case may be) in the same manner as at the present time without any lockout or strike until the decision of the board, if it shall be made within ten days of the date of filing of this application.

Request is hereby made that no public notice of the time and place of the hearing of this application be given.

Dated at Bellaire, county of Belmont, Ohio, this 21st day of June, 1893.

PITTSBURGH COAL CO.,
S. J. ROCKERSHOUSEN, Manager.

Differences as to the time and manner of paying for labor had existed between the company and the men for some time previous to the filing of the above application and resulted in a strike, which lasted two weeks, and finally ended in an agreement to refer the matter to the State Board for settlement.

The hearing took place at Bellaire on July 6, due notice of which had been given to all concerned. Both parties were present at the hearing.

The company claimed that for several years it had paid the men every two weeks and retained only two days' wages on pay-day. At present, times are dull and money close. It was therefore absolutely necessary to have more time between pay-days in order to make collections, etc., etc. The company further claimed the right to pay their

hands "twice in each month" and to "within ten days of the date of said payment," as provided by the law of the state.

On the other hand, the men did not question the right of the company, ordinarily, to pay as provided by the state law, but in view of the fact that an agreement exists between the coal operators and miners of the state, it would be a violation of said agreement to make any change in the manner or time of pay or the wages to be retained on pay-day.

The following is the agreement referred to :

"This agreement, entered into this 11th day of May, 1893, by and between the mine operators and miners of Ohio, witnesseth: That the scale of prices paid in all parts of the state of Ohio from May 1, 1892, to May 1, 1893, shall be paid in the several districts of said state from May 1, 1893, to May 1, 1894, and the same conditions in the several districts of said state prevailing from May 1, 1892, to May 1, 1893, continue from May 1, 1893, to May 1, 1894."

After hearing all witnesses who desired to testify, the Board submitted the following recommendation :

"The pay on Saturday, July 8, to be the same as heretofore, the company to retain two days' wages. On the following pay-day, Saturday, July 22, the company shall retain three days' wages. The next pay-day, August 5, the company shall retain four days' wages; the following pay day, August 19, the company shall retain five days' wages, and on the pay-day, September 2, the company shall retain six days' wages and so on each pay-day until May 1, 1894, when the men shall accept semi-monthly pay as provided by the law of the state."

Both parties promptly accepted the recommendation and expressed their satisfaction at the result, and shook hands in token of their good will and declared that strikes and lockouts were at an end at their works.

BELMONT COAL COMPANY, BELLAIRE.

On June 23d the Board received an application from the Belmont Coal company similar to that in the preceding case complaining of the grievance:

"We desire to have the same privilege of paying our employees as other employers have, viz., the law as passed by General Assembly, March 21, 1887. Pay day on the Saturday preceding the 10th and 25th of each month and retaining ten day's wages. Money being so close it is absolutely necessary that we have more time for collecting, etc., etc., to carry on our business."

The grievance and arguments submitted by the company and the defense of the men were substantially the same as in the case of the Pittsburgh Coal company and the Board made the same recommendation and takes pleasure in reporting the same happy results.

COLUMBUS STREET RAILWAY COMPANY, COLUMBUS.

In this case, the company claimed that for good and sufficient reasons, it had discharged two conductors.

On the other hand, the men claimed they were discharged without cause and therefore the union demanded their reinstatement.

Failing to settle the matter, the union directed its business agent to apply to the Board for investigation. The application was received June 30, and contained the following grievance.

"Unwarranted discharge of good and faithful employees by the Columbus Street Railway company and refusal of said company to reinstate employees so discharged."

The hearing of the case took place in Columbus, July 8, the company being represented by its general officers and the employees by the secretary and agent of their organization and also by counsel.

The testimony showed the discharged men had frequently violated the rules of the company and therefore gave good and sufficient cause for their removal.

RESULT—The Board recommended "that complainants do not further urge their contention."

The men acquiesced in the above recommendation and the company continued operations without inconvenience.

EAST PALESTINE COAL WORKS, EAST PALESTINE.

On August 30, the mayor of East Palestine informed the Board of a threatened strike on account of the proprietors of the State Line coal works, Prospect Hill coal works, East Palestine coal works and the Southern coal works demanding a reduction of seven and one-half cents per ton for mining, to take effect September 1. They also gave notice that in future they would pay only once a month, instead of semi-monthly as heretofore.

The Secretary of the Board visited the locality of the trouble, learned the above facts and arranged for a conference between it and the employees and employers involved. Before the Board could meet at East Palestine, however, the operators reconsidered their action, and when invited to the conference declined to attend.

The miners were represented by their committees, all of whom were anxious for a meeting with their employers, hoping thereby to effect an amicable settlement of the difficulty.

Another effort was made by the Board to bring the parties together. The men responded but the operators again refused to attend. Neither party made application to the Board for arbitration and no further steps were taken in the matter.

While the Board regrets its efforts in this case were not successful, it cannot speak too highly of the disposition shown by the miners. They were at all times willing to submit to any reasonable settlement of the controversy. Had the coal operators manifested a like disposition toward their employees, it is fair to conclude that some satisfactory adjustment would have been made.

RESULT—After being locked out about three months the men accepted the reduction of wages and monthly pay.

FORSYTHE COAL COMPANY, NEAR CAMBRIDGE.

On September 27, the Board received notice from the Probate Judge of Guernsey county that a strike or lockout existed at the Forsythe coal works, located near Cambridge.

The Secretary visited the locality and learned that the works had been closed since May, when the miners of the state demanded an advance of five cents per ton. This demand was soon afterwards reconsidered and the operators and miners of the state agreed to resume work on last year's terms and conditions.

During the strike at the Forsythe mines, other differences arose which finally resulted in the discharge of the committee representing the miners' union. The men demanded the reinstatement of their committee, but the company refused, and the strike that was inaugurated for an advance in wages was continued for the reinstatement of the discharged men.

The Board made repeated efforts to settle the matter by mediation or by local arbitrators, all of which the company declined. Failing to adjust the matter, the men, through the officers of their organization, applied to the Board for investigation and decision.

The hearing took place at Cambridge, October 6 and 7, due notice of which had been given to all concerned.

Both parties were represented in person and by counsel. The evidence showed that the mine committee had not been given any good or sufficient reason for their discharge. They were desirable workmen and of good character. They were objected to by the company because they were representatives of the union and for no other cause. The Board recommended that they be reinstated, and their recommendation not being complied with by the company, decided that the blame for the continuance of the strike rested with the company.

RESULT—The men accepted the conclusions of the Board, and declared that they would never again engage in strike or lockout without first availing themselves of the advantages of the arbitration law.

The company secured new men to take the places of the old hands.

IVORY STEAM LAUNDRY, CLEVELAND.

On December 9, the Laundry Workers' Union, of Cleveland, reported to the Board that a difficulty existed between it and the Ivory Steam Laundry company and requested the services of the Board in trying to settle the dispute.

The Secretary visited Cleveland at once and endeavored to bring the parties together in friendly conference with a view of adjusting their differences. The laundry workers were anxious for a meeting with their employers and seemed willing to make any reasonable concession to settle the difficulty. On the other hand, the company refused to meet their employees or confer with them on the subject of their differences. The firm claimed they were losing money, and, as a means of curtailing expenses, desired their hands to lay off one day (Monday) each week. The employees declared there had been no falling off in business of the company and no reduction in the price of laundry work; if they lay off one day each week as demanded by the company they will then be required to do six days' work in five days, and will receive only five days' pay for six days' work.

As neither party made application to the Board for arbitration, and no apprehension of public disorder was felt, no further steps were taken in the matter.

In addition to the foregoing cases there have been other differences of a minor character between employers and employees in different parts of the state, which have, for the most part, been settled by the parties directly interested without seriously interfering with the interests involved, the Board always using its influence to that end when opportunity allowed.

JOS. BISHOP,
Secretary.

Columbus, December 30, 1893.

Forms in Use.

[1]

REQUEST FOR INFORMATION.

STATE OF OHIO.

OFFICE OF

STATE BOARD OF ABBITRATION.

COLUMBUS,..... 189.....

M.....

.....

Whenever duly informed that a strike or lockout occurs or is seriously threatened in any part of the state of Ohio, this Board is directed by law to place itself in communication with the parties to the controversy, and endeavor by mediation or conciliation to effect an amicable settlement of such controversy.

We have been informed that such a difficulty exists or is seriously threatened between

I have been instructed, with a view to as full an understanding by the Board of the situation as practicable in a preliminary way, to apply to you for information in reference thereto. Please favor us by filling out the enclosed blank as accurately as possible, and returning the same to the above address.

There need be no apprehension on the part of employers, employes, organizations or others in answering any of the questions, as strict confidence will be observed.

Respectfully yours,

.....

Secretary.

No.....

Please fill out and return this blank to the State Board of Arbitration, Columbus, Ohio.

1. Date of commencement of strike or lockout
2. Industry..
3. Trade or subdivision of trade involved.....
4. Name or names of employers, individuals, firms or corporations.....
5. Cause of strike or lockout.....

.....

6. What demands or requests, if any, were made and by whom?
7. When were demands or requests presented?.....
8. Did employers confer with representatives of employees before strike or lockout?
9. If so, with whom and on what date?
10. State what, if any, further efforts were made to adjust differences before strike or lockout?.....
11. Number of employees engaged in strike or lockout, males.....females.....
12. Number of employees directly affected, males.....females.....
13. Number of employees indirectly affected, males.....females
14. What steps were taken, after strike or lockout, to adjust differences?
15. Was conference held after strike or lockout?
16. Was mill, factory, shop or works closed as a result of strike or lockout?.....
17. For what length of time?.....
18. Date of termination of strike or lockout?
19. How was settlement effected?.....
20. Give particulars and details of settlement.....
21. How many employees continued at work during strike or lockout? Male..... female?.....
22. How many of old employers returned to work after termination of strike or lockout? Male.....female
23. Are employers members of a manufacturers' or employers' association?.....
If so, state title of association.....
24. Name and address of Secretary.....
25. Are employees members of a labor organization?.....
If so, state title of organization.....
26. Name and address of Secretary.....

REMARKS.

Signed

[2]

APPLICATION.

[Which may be used by Employer, Employee, or by both jointly.]

To the State Board of Arbitration, Columbus, Ohio.

The undersigned hereby make.....application for the arbitration and conciliation of the controversy and differences existing between the undersigned and (a)

growing out of the business of (b)
carried on at.....

by (c).....
who employat this time not less than twenty-five persons in the same general
line of business in the city of (d)....., County of....., Ohio.

The grievances complained of are (e).....

The undersigned hereby promise.... and agree.....to continue on in business or
at work (as the case may be) in the same manner as at the present time, without any
lockout or strike, until the decision of the Board, if it shall be made within ten days
of the date of filing of this application.

And we do hereby stipulate and agree that the decision of the Board shall be
binding upon us to the following extent, to-wit: (f).....

Request is hereby made that no public notice of the time and place of the hearing
of this application be given. (g)

Dated at....., County of.. .., Ohio,
this.....day of.....189...

Employer. (h)

Employee. (i)

(a) If the application be made by employer alone, insert name of leading employe with whom controversy exists, adding the words "and others." If by employes, insert name of employer. If by both parties jointly, leave the blank unfilled.

(b) Insert name of business carried on by employer.

(c) Insert name of employer.

(d) If not in town or city, leave blank unfilled.

(e) Here make a full and concise statement of the controversy or differences and the things complained of.

If the application be signed by both parties and they cannot agree upon the statement, each should make a separate statement.

(f) This blank is to be filled only in a *joint application*, and then only when both parties wish the decision of the Board to be binding upon them to any desired extent. The extent to which they wish to bind themselves must be clearly set forth in the blank.

(g) If public notice by either party of the time and place of hearing be desired, erase this request.

(h) The application may be signed by the employer, or by a majority of the employes in the department of business in which the controversy or difference exists, or by both, or by the duly authorized agent of either or both parties. When the application is signed by an agent of the employes he should sign his own name with the word "agent" added; but in such case apart from the application it must be shown by affidavit or otherwise, that he is duly authorized in writing to represent and act for such employes, and who they are.

ANNUAL REPORT

[3] APPOINTMENT OF AGENT BY EMPLOYES.

....., Ohio,189...

To the State Board of Arbitration:

The undersigned employees of.....
.....of....., Ohio,
being a majority of the employees of said.....
in the.....department of the business, hereby authorize
.....of.....
as our agent, and in our behalf, to make application, according to law, to the State
Board of Arbitration, with full powers to represent us in the matter, and to make all
proper and necessary agreements, for a settlement of the existing controversy or
difference.

NAMES.

[illegible]

[4] NOTICE OF HEARING.
STATE OF OHIO.
OFFICE OF
STATE BOARD OF ARBITRATION.

COLUMBUS,.....189.....

Application having been made to this Board, alleging that a controversy or difference exists at....., County of....., between and.....employees.

NOTICE IS HEREBY GIVEN that this Board will meet at.....
.....in said.....
on.....the.....day of.....A. D. 189....,
at.....o'clock.....M., for the purpose of making careful inquiry

into the cause of said dispute, and to hear all persons interested therein who may come before them.

By order of the State Board of Arbitration.

.....
Secretary.

[FRONT.]

[5]

SUBPOENA.

STATE OF OHIO, ss:

To.....

.....
.....
.....
.....

..... Greeting:

YOU ARE HEREBY SUMMONED, in the name of the State of Ohio, to appear before the State Board of Arbitration at..... in..... in said State, on the... day of..... A. D. 189..., at..... o'clock..... M., and from day to day thereafter until dismissed, to give evidence concerning a controversy or difference existing at said..... between and..... employees.

By order of the State Board of Arbitration.

This..... day of..... 189....

.....
Member of the State Board of Arbitration.

[BACK.]

.....189....

I HEREBY CERTIFY that I have this day summoned the within-named.....

.....
to appear as within directed by.....

No.....

.....
.....
.....

[6]

WITNESS STATEMENT.

.....Ohio,
189....

To the State Board of Arbitration: .

I hereby state that I was summoned and examined before the State Board of
 Arbitration at.....on.....189....,
 and as such traveled.....miles, and attended.....hours.

Signed,

.....

[7] CERTIFICATE FOR FEES, ETC.

STATE OF OHIO.	
STATE BOARD OF ARBITRATION.	
	COLUMBUS, OHIO,.....189.....
<i>To the Auditor of.....County:</i>	
It is hereby certified that there is due.....	
as a witness before the State Board of Arbitration at.....	
on the.....day of.....189....., the sum of \$.....	
By order of the State Board of Arbitration.	
	.....Secretary.

.....189.....
Auditor .....County.
Witness fee to.....
Attendance at.....
.....hours, } \$.....
.....miles, }

COLUMBUS, December 31, 1894.

To His Excellency, WILLIAM MCKINLEY, Governor of Ohio :

SIR : We have the honor to submit to you and through you to the General Assembly the report of the State Board of Arbitration for the year 1894.

Very respectfully,

SELWYN N. OWEN,
JOHN LITTLE,
JOSEPH BISHOP,
State Board of Arbitration.

Annual Report for 1894.

To the Governor and Legislature :

ACTUAL WORKINGS OF THE BOARD.

The report of the Secretary, herewith filed, is so full as to make it unnecessary to add anything further to "disclose the actual workings of the Board."

SUGGESTIONS AS TO LEGISLATION.

Our experience, considerable as it has already been, has not been wide enough as yet, to warrant us in recommending any radical changes in or in commending in all its literal features the Arbitration law.

There are some changes, however, which should be made in some of its less important parts.

1. Taken literally, the statute makes no provision for the interposition of the Board where a controversy arises between employer and employees, operating in several counties, or between several employers acting together on the one hand, and their several groups of employees acting together on the other hand. It is only where a controversy or difference exists between an employer, with twenty-five or more hands, and his employees in "any city or county in this state," that it is in terms authorized to act. We have, however, regarded the spirit of the law, rather than its letter, and acted, although the controversy was between a railroad company and its employees, extending through and into a number of counties, as in the Hocking Valley case, and although the employers were united and operating in a number of counties, as in case of the Massillon coal strike. Still the law should be made literally to cover such instances.

We recommend that the law be amended accordingly. This might be done by adding something like the following proviso to Sec. 4: "Provided the jurisdiction of said Board shall extend to cases where the employer operates in more than one county, and provided further, that for the purposes of this act, any number of employers, acting together, whether in one or more counties, may be treated as a single employer, and employees of several employers, whether acting in one or more counties, may be treated as

of a single employer ; and any expense incurred by the board, under this proviso, properly payable by any county, had the controversy or difference occurred therein, shall be equitably apportioned by said board among the several counties involved (if more than one) and paid thereby."

2. For obvious reasons that will occur to anyone on inspection, the following words should be stricken out of section 14;

"Provided a strike or lockout has not actually occurred, or is no, then continuing."

In actual practice, the board did "persuade" the parties in the Massillon coal strike, to submit the matters in dispute to a local board of arbitration, although the strike had occurred eight months before, and continued up to the time of such submission, when it ended.

3. One of the fruitful sources of strikes and lockouts, is the sudden and abrupt manner in which demands are made by one party upon the other. It has several times occurred within the past year, that employees, without previous warning, or suggestion, posted notices of cuts in wages, to take effect at once ; and on the other hand, employees have as abruptly demanded increased wages or shorter hours, and required immediate compliance ; and all under penalty of the severance of labor relations.

The situation is sometimes aggravated by such action being taken at a time when refusal of compliance would entail unusual hardship. Controversies of serious character, our experience teaches us, are apt to result.

It needs no argument to show that reasonable notice ought to be given by the party proposing the change in wages, or other conditions, so materially affecting vital interests. Possibly the common law with its ever beneficent growth to meet and adapt itself beneficially to actual conditions, might be held to require such notice. However this may be, the subject is well worthy the consideration of the general assembly.

With the requirement of reasonable notice in such cases, conferences would naturally ensue, and contemplated changes would have that fair consideration which they do not get under the circumstances spoken of.

4. There are difficulties in "labor problems" growing out of the fact that employes often act in bodies, which are constantly changing, as to individuals. Their contractual relations with their employers are often vague and indefinite, even to the verge of absolute obscurity. There arises a feeling of lack of mutual obligation and therefore of no obligation between the parties. This phase of the subject has engaged our earnest attention.

It has been suggested, in some quarters, that employees thus acting together, should become incorporated, under suitable laws, and that the corporation thus formed, should act for the individuals, so that contracts of definite and enforcible character might be entered into, etc., etc. But this plan has its objections. The laborer's capital is not money. It is his muscle, his energy, his skill, his brain. He cannot sever from himself, as

can the ordinary stockholder, his stock to be controlled and managed by others. He must keep it by him, and whether he should be provided the means of putting it in a measure under the control of others, is a question upon which our experience and observation as arbitrators does not justify us to speak confidently.

OFFICE FURNITURE.

We recommend that provision be made for some simple and indispensable articles of office furniture, and also for a typewriter, for the use of the office of the board.

During the year, the board has been greatly hampered in its work, for want of funds. If it is to be continued as an agency of the state, it should be supplied with sufficient appropriations to meet its necessary expenses in the discharge of the duties contemplated by the law. These it has not had, and for lack of them, it has been compelled, in a number of cases, to forego visitations, investigations, and efforts to compose disputes and controversies which the law contemplates.

Respectfully submitted,

SELWYN N. OWEN,
JOHN LITTLE,
JOS. BISHOP,
State Board of Arbitration.

Secretary's Report.

OFFICE STATE BOARD OF ARBITRATION.

COLUMBUS, December 31, 1894.

This being the first full year of the operations of the State Board of Arbitration, in order to show fully its "actual workings," the Secretary has compiled from its records a more full and detailed statement of each case, coming under its cognizance than will hereafter be necessary.

The following is a report of the cases:

NEW LISBON COAL WORKS, NEW LISBON, COLUMBIANA CO.

On January 21, 1894, the Board received the following notice from the Hon. J. W. Dickinson, Mayor of New Lisbon, Ohio.

NEW LISBON, OHIO, January 19, 1894.

Hon. State Board of Arbitration, Columbus, Ohio.

GENTLEMEN: It being made to appear to me that a strike of coal miners in the Card & Prosser mines has occurred, there being over twenty-five (25) men employed in said mines.

Thomas Prosser is the resident proprietor. John Suffill may be addressed as one of the miners.

I am, with respect,

J. W. DICKINSON,
Mayor, New Lisbon Ohio,

The Secretary, acting on the advice of the Chairman of the Board, visited New Lisbon at once and found the mines of Card & Prosser closed as stated by Mayor Dickinson. He also found the works of the Sterling Mining company closed for the same reason.

Investigation disclosed the fact that the coal works above named had been closed since the first of January, when the employers proposed a reduction of wages, and monthly pay to take effect on that date. Said proposed reduction of wages to be based upon the price or scale of wages that may be agreed upon by the operators and miners of the state.

The miners objected to the terms proposed and ceased work at the time stated (January 1, 1894) and since then no attempt had been made by the employers to operate the works.

Such was the situation when the Board appeared on the ground.

Both parties seemed anxious for a settlement of the differences between them and readily agreed to a conference on Wednesday, the 24th inst., which on account of unforeseen difficulties was postponed until Friday the 26th, when the employers and employees were fully represented.

The conference was held in the Mayor's office at New Lisbon, and was noted for the harmony that prevailed throughout the entire proceedings.

The operators claimed that on account of reduced wages in other districts, they were unable to meet competition and pay the former price per ton (75 cents) for mining, that collections were difficult and therefore they desired the men to accept monthly pay.

On the other hand, the employees claimed that some of the neighboring mines were at work at the old rate (75 cents) and paying semi-monthly. Besides this the former price was on the basis of the agreement made between the operators and miners, at Columbus, in May, 1893, providing that the scale of prices shall continue with the same conditions until May 1, 1894.

The Board urged mutual concessions. Each party agreed to consider the matter, and meet again in a few days, when they hoped to agree upon terms of work.

The conference adjourned and the representative of the Board returned to Columbus.

After waiting several days without hearing from either party on the subject, the following letter was addressed to Mayor Dickinson.

OFFICE STATE BOARD OF ARBITRATION,
COLUMBUS, OHIO, January 31, 1894!

HON. J. W. DICKINSON, Mayor, New Lisbon, Ohio.

MY DEAR SIR: As the State Board of Arbitration has not heard anything from New Lisbon since I left there on Friday last, we will thank you for any information you may have regarding the strike or lockout, or the present differences between the coal operators and miners.

With kind regards, I am,
Yours respectfully,

JOSEPH BISHOP, Secretary.

In reply to the foregoing letter, Mayor Dickinson sent the following communication.

NEW LISBON, OHIO, February 2, 1894.

Hon. State Board of Arbitration, Columbus, Ohio.

GENTLEMEN: The communication of your Secretary, Mr. Bishop, received—contents noted, and in reply, until to-day the question of monthly pay had not been accepted by the miners, but on that question they were holding a meeting at the time letter was received, 9:50 A. M.

I at once communicated to them your desire for information and at 11 A. M. was informed the miners had accepted the proposition of monthly pay. The men

will therefore go to work on the basis settled by the operators and miners before Mr. Bishop left here, and the one agreed upon to-day.

We all feel much relieved at this happy termination, brought about very largely by your Secretary, and while at no time were there any threats of violence, or but little talk of hostility between the operators and miners, yet under the peculiar business situation, I am requested by many of our leading citizens to express to Mr. Bishop and his coadjutors of the Board, their sincere thanks for the happy termination of our local industrial trouble.

With kind regards, I am,

J. W. DICKINSON, Mayor, New Lisbon, Ohio.

On February 6th, the chairman of the miners' committee informed the Board the men had accepted a reduction of wages and monthly pay, and the employers had reduced the cost of oil, powder, and fire coal to their employees, and had agreed to furnish them with groceries and provisions at wholesale prices and on thirty days' time.

These terms being mutually agreed upon, the men returned to work at all mines on February 5, 1894.

In this connection, the Board desires to acknowledge the kindness of Mayor Dickinson, of New Lisbon, who rendered valuable aid in adjusting the controversy.

WELLSTON COAL WORKS, WELLSTON, JACKSON COUNTY.

On March 1, 1894, the Board received notice from Hon. J. W. Erwin, Mayor of Wellston, that a strike or lockout existed at the several coal works in that vicinity. The following is a copy of the official notice received from Mayor Erwin :

MAYOR'S OFFICE, WELLSTON, OHIO, February 28, 1894.

State Board of Arbitration, Columbus, Ohio :

GENTLEMEN: I am informed this morning that there is a strike or lockout at all mines in this vicinity. Cannot agree on price of mining and day labor.

Yours truly,

J. W. ERWIN, Mayor.

As required by the rules of the Board, and on the advice of the chairman, the secretary visited Wellston immediately and learned from some of the coal operators and Mr. E. E. Burley (subdistrict Secretary Miners' Union) that the strike or lockout not only affected the mines in that vicinity, but involved all the mines in Jackson county.

The operators claimed that the price of mining generally throughout the state had been reduced from seventy cents to fifty cents per ton. That price for all grades of mine labor in Jackson county was based upon and governed by the rates prevailing in the Hocking Valley district. The miners of Hocking Valley had accepted a reduction of twenty cents per ton from about the middle of February, and therefore Jackson county miners should accept a similar reduction from the same date.

On the other hand, the miners said the operators had not given notice of their desire or intention to reduce wages. However, they were willing to accept a moderate reduction from the middle of February, as demanded by the operators. They also claimed that on account of the peculiar conditions prevailing in Jackson county mines, their work was more difficult than in Hocking and other districts and therefore demanded an advance of fifteen (15) cents per ton for mining, above the rates in Hocking Valley. In addition to the above the miners refused to accept the reduction of twenty (20) cents per ton for the last two weeks in February. Hence the strike.

The secretary urged a conference of both parties with the Board, with a view of reaching a friendly settlement of the troubles. Neither employers or employees seemed to favor such meeting. The operators referred the Board to Mr. H. L. Chapman, chairman of their organization, and the miners agreed to refer the matter to their executive board for action and report their conclusions.

Being unable to arrange a conference, the Secretary returned to Columbus, and on March 5 called on Mr. Chapman, and again requested a conference of all parties with the board. Mr. Chapman agreed to advise with the operators on the subject and notify the board of their wishes in the matter. Having waited until March 10 without hearing from either party on the subject of a conference, and feeling assured such meeting would open the way for a settlement of the controversy, the board addressed the following letter to Mr. Chapman.

STATE OF OHIO, OFFICE STATE BOARD OF ARBITRATION,
COLUMBUS, March 10, 1894.

MR. H. L. CHAPMAN, Chairman Jackson County Coal Exchange, Jackson, Ohio.

DEAR SIR: As we have not yet heard from you in answer to our request of the 5th inst. for a conference with the coal operators and miners of Jackson county with a view of reaching an amicable settlement of existing troubles, and being convinced that the welfare of all concerned will be promoted by a meeting of the employers and employees for the consideration of all matters of difference, we again invite you to meet the miners with this Board, and hope to receive your favorable reply.

Very respectfully,

STATE BOARD OF ARBITRATION.
JOSEPH BISHOP, Secretary.

The same date (March 10, 1894) a similar letter was sent to Mr. E. E. Burley, sub.district Secretary of the Miners' Union, who sent the following reply.

WELLSTON, OHIO, March 12, 1894.

MR. JOSEPH BISHOP, secretary, State Board of Arbitration, Columbus, Ohio.

DEAR SIR: Yours of the 10th inst. just to hand and contents noted. In reply would say our trouble still exists, with no signs of a settlement in the near future.

As to your request for a conference with the operators and your board, I am instructed by our board to say, when we met with a full board, they decided to not favor a meeting as they felt it would be of no use from the stand the operators take. They say they will pay what the Hocking Valley operators pay and no more.

We had a joint meeting with them on Saturday 10th and could do nothing.

If the opinion of our attorney be favorable, we will bring suit for the twenty cents per ton they are now holding back.

Yours respectfully,

EXECUTIVE BOARD Subdistrict,
E. E. BURLEY, Secretary.

Two days later, March 16th, the following reply was received from the operators.

JACKSON, OHIO, March 14, 1894.

JOSEPH BISHOP, Esq., Secretary, Columbus, Ohio.

DEAR SIR: On my return to Columbus, I found yours of the 10th inst. and noted same, and called at your office on Monday between the hours of ten and eleven A. M. and also in the afternoon between the hours of two and three, to answer your letter in person, but failed to find any one there, although the door was open.

Replying to your letter would say our people occupy the same position they did when I talked to you personally, but should anything occur to change the situation, whereby in our opinion your board could render any assistance to the mutual interests of all, as promised you in my personal interview, will notify you.

We regard our strike as practically over. Our men have taken their pay for the last half of February, at the reduced price of mining, as per our contract with them, and we have no doubt of being at work all right in a few days.

Respectfully,

H. L. CHAPMAN.

As will be seen from the foregoing letters, neither the operators nor the miners desired the assistance of the board in the settlement of their differences and therefore no further action was taken in the matter.

RESULT—Soon after receiving the above letters, the board was reliably informed the miners had accepted pay at the reduced rate, for work done during the last two weeks in February and had returned to work on the terms, and at the prices proposed by the operators.

THE MORRISON & SNODGRASS,

ALSO

THE WILLIAM MAYER CO., CINCINNATI, OHIO.

On March 10, 1894, the Board received the following letter from Mr. David Fisher, Business Agent of the Carpenter's District Council of Cincinnati.

HAMILTON COUNTY CARPENTERS' DISTRICT COUNCIL, OF CINCINNATI AND VICINITY
CINCINNATI, March 8, 1894.

JOSEPH BISHOP, Esq., Secretary State Board of Arbitration, Columbus, Ohio.

DEAR SIR: On February 17th the above body seeing that there was no possible chance to settle the trouble which had been in existence between the mill hands and the Hamilton County Planing Millmen's Association since February 5, 1894, in an amicable manner, instructed me as their representative to apply to the Hon. J. B. Mosby, Mayor of the city of Cincinnati, Ohio, and request him to refer the matter to your honorable Board and ask for arbitration.

On February 25th, I, at the mayor's request, furnished him with an abstract of the minutes of the meeting, at which I was given authority to refer the matter to your honorable Board, through him, and which he proposed to forward to you with the application for arbitration.

Eleven days have elapsed since that time, but I have not as yet received any notice, or any information as to what disposition has been made of the matter in question.

Therefore I wish you would, if possible, furnish me with necessary papers to make application to your board, if it has not already been done and oblige,

Yours respectfully,

DAVID FISHER.

N. B. If possible and no inconvenience forward same by Monday evening, March 12, 1894.

In reply to the above communication, the Board sent the following letter enclosing the necessary blank forms of application, etc.

STATE OF OHIO, OFFICE STATE BOARD OF ARBITRATION.

COLUMBUS, March 10, 1894.

MR. DAVID FISHER, Business Agent Carpenters' District Council, Cincinnati, Ohio.

DEAR SIR: Your valued favor of the 8th inst., at hand this morning—contents noted. In reply, we have not received any information or notice whatever from Mayor Mosby regarding your strike or lockout. Had we received the application to which you refer, we assure you the matter would have received prompt attention.

We regret that any trouble exists between the Cincinnati carpenters and their employers and trust you will yet be able to adjust all differences in an amicable manner.

Enclosed you will please find question blanks relating to strikes or lockouts, also blank forms of application as per your request.

Yours respectfully,

The State Board of Arbitration.

JOSEPH BISHOP, Secy.

On March 12, the Secretary visited Cincinnati for the purpose of trying to arrange for a conference between the Hamilton County Planing Mill Association and the Carpenter's District Council of Cincinnati and the Board with a view of reaching a friendly settlement of the controversy.

The carpenters were willing to attend such conference, but the employers not only declined to attend but denied the jurisdiction of the Board.

The proprietors of all planing mills of Cincinnati and vicinity were united in the purpose to reduce wages, and operate their establishments as non-union shops, but only two of the mills, or firms, employed "twenty-five persons in the same general line of business," viz., The Morrison & Snodgrass Co., and the William Mayer Co.

The employers having declined a conference, the representative of the Carpenters' Union filed the following application with the Board on March 17.

APPLICATION.

To the State Board of Arbitration, Columbus, Ohio.

The undersigned make application for the arbitration and conciliation of the controversy and differences existing between the undersigned and the Morrison & Snodgrass Company, growing out of the business of manufacturing sash, doors, blinds and general mill work, carried on at 115 Hunt street, by the Morrison & Snodgrass Company, who employ at this time not less than twenty-five persons in the same general line of business, in the city of Cincinnati, county of Hamilton, Ohio.

The grievances complained of are "Posting a notice declaring that on and after February 5, 1894, wages in this factory will be reduced, and will be operated on the basis of a ten-hour work-day and as a non-union shop.

"The employees recognizing the fact that they could not, under the conditions named in this notice, owing to an agreement existing between the Hamilton County Planing Mill Association, of which the aforesaid Morrison & Snodgrass Company is a part and a member, and the Hamilton County Carpenters' District Council, of which the undersigned is the representative, and which does not expire until June 1, 1894, ceased work. A copy of this agreement has been placed in the hands of the secretary of your honorable Board."

The undersigned hereby promise and agree to continue on in business or at work (as the case may be) in the same manner as at the present time, without any lockout or strike until the decision of the Board, if it shall be made within ten days of the date of filing of this application.

Request is hereby made that no public notice of the time and place of the hearing of this application be given.

Dated at Cincinnati, county of Hamilton, Ohio, this 17th day of March, 1894.

DAVID FISHER,
Employees' Agent¹

A similar application was presented by the employees of The William Mayer Company, complaining of the same grievances and in substantially the same terms. The Board therefore decided to hear both cases at the same time and place. Monday, March 26, 1894, was the time, and the City Hall, Cincinnati, the place appointed for the hearing, due notice of which had been given to all parties. The employees were represented in person and by counsel, but neither of the firms named were present.

Not desiring to make the investigation in the absence of the employers, the Board postponed the hearing until Friday, March 30, in order that the employers might have another opportunity to attend and aid the Board in the investigation. Personal and public notice of which was given to both employers and employees.

The Board met at the appointed time and place, and as at the time appointed for the first meeting, the employees were present, but the employers were not represented.

The Board heard all persons interested in the controversy who came before it. Seventeen witnesses for the employees were sworn and examined, but no witnesses appeared for the employers—as already stated—they were not represented at the meeting.

The evidence showed that on April 30, 1892, on account of differences existing between the employers' organization and the carpenters'

union, a strike or lockout was inaugurated, which continued until May 12, when the following agreement was made between the representatives of the two organizations, which ended the difficulty and the men returned to work.

The following is a sworn copy of the agreement :

AGREEMENT.

An agreement made this 12th day of May, 1892, by and between The Hamilton County Planing Mill Association and the Carpenters' District Council of Hamilton county.

WITNESSETH, That the subscribers in behalf of their respective associations do agree.

First—That the hours and rate of wages remain the same as at present, existing until Monday, August 15, 1892. From August 15, 1892, until June 1, 1894, nine (9) hours shall constitute a day's work, at the same rate of wages as now prevailing for ten hours.

Second—In case of necessity requiring the working of overtime, the same shall be counted as one and one-half time, but it is understood that necessary repairs required in factory, shall not be counted at overtime rates.

Third—The arrangement of the hours will be left to be adjusted between each employer and his employees.

Fourth—It is agreed that notice of any future demands shall be given prior to January 1, 1894, and that in case no agreement is arrived at by February 1, 1894, the matter in dispute shall be referred to an arbitration committee for settlement.

Fifth.—This agreement is made subject to the ratification and approval of the Hamilton County Carpenters' District Council and the Congress of Master Builders of Hamilton county.

Signed by

A. MORRISON,
WILLIAM MAYER,
ROBINSON PLANING MILL,
A. M. STEARNS, per TIPPET,
H. C. MAXWELL,

For Hamilton County Planing Mill
Association.

JOHN VALERIUS,
MARTIN CAMPBELL,
W. A. KENYON,
J. P. HASTINGS,
D. P. ROWLAND,

For Hamilton County Carpenter's District
Council.

S. D. TIPPET,
J. W. MOFFATT,
Witnesses.

This agreement was ratified by the Congress of Master Builders in session Friday, May 13, 1892.

FRANK S. ROHAN,
Manager.

According to the testimony, after the above agreement was made, the employers raised the prices of their product to correspond with the wages and terms agreed upon with their men, and the factories continued to work under the provisions of the agreement without serious difficulty until February 5, 1894, when the employers posted the following :

" NOTICE.

"On and after February 5, 1894, wages in this factory will be reduced and it will be operated on the basis of ten hours a day's work, and as a non-union shop."

No request or notice for any change in the agreement of May 12, 1892, had been given by the employers, and the men were in the dark as to their reasons for posting the above notice on account of which they ceased work.

The evidence further showed the mills in question had sufficient work to keep them in operation at prices about the same as last year, and the employers advertised in papers generally throughout the country, and resorted to such means as are usually employed in similar cases to secure men to take the places of their old hands.

There was nothing in the conduct, character, or work of the men to warrant their discharge. They were good workmen, and reliable men and we have been unable to discover any just cause for the action of their employers.

The board made careful investigation into the cause of the dispute, as best it could in the absence of the employers, and at the close of the inquiry made repeated efforts to induce the Morrison-Snodgrass company and The William Mayer company to meet with it in a friendly conference, on the subject of the controversy. Having been repeatedly ignored by them, the board concluded its consideration of the cases and submitted the following:

RECOMMENDATION.

STATE OF OHIO, OFFICE STATE BOARD OF ARBITRATION,
COLUMBUS, April 4, 1894.

In the matter of the complaint of the employes of The Morrison and Snodgrass company of Cincinnati against said company.

The Arbitration act provides that "The Board shall upon application as herein-after provided, and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein, who may come before them, advise the respective parties what, if anything ought to be done, or submitted to, by either or both to adjust said dispute."

We have accordingly made inquiry into the cause of the controversy involved and while we were not aided by the employers as we had hoped to be in the investigation, we have reached a conclusion from the testimony before us as to what should be done or submitted to by the parties. We are convinced that the differences are such as can and should be accommodated and amicably adjusted. The interests of all concerned and the community will be promoted thereby. To accomplish this end, mutual concessions should be made. We have concluded without, at this time undertaking to say which party is at fault, for the present condition of affairs, or whether either is, to advise, and we do most respectfully and earnestly advise the parties as follows:

First—That the company reconsider its determination to employ only non-union men, and that as fast as it may do so consistently with its obligations to other employees, and the state of its business will justify, it employ the lockout men who are able and willing to return.

Second—That the men return at the proposed reduced scale of wages, that is nine hours' pay for ten hours' work, reckoned according to the agreement of May 12, 1892.

Third—That the time for making future demands by either party, as provided in said agreement, shall be extended from January 1 to May 1, 1894, and that any difference that may exist at that time between the parties, which they may find themselves unable to adjust, be arbitrated as contemplated by that agreement.

It is hoped this recommendation may meet with the concurrence of the parties, for we are fully persuaded the true interests of all concerned lie in this direction.

Respectfully submitted,

SELWYN N. OWEN,
JOSEPH BISHOP,
JOHN LITTLE,
State Board of Arbitration.

A copy of the foregoing recommendation was sent to the William Mayer company, also the Morrison & Snodgrass company, and to the employees of each of the firms named.

In each case the recommendation of the board was accompanied by the following letter of transmittal, the address being changed to suit each particular case.

STATE OF OHIO, STATE BOARD OF ARBITRATION, *

COLUMBUS, April 4, 1894.

The Morrison & Snodgrass Co., Cincinnati, Ohio:

GENTLEMEN: I am directed by the State Board of Arbitration to submit, for your consideration, its recommendation touching the recent investigation at Cincinnati, of the difference existing between your company and its employees and respectfully request your concurrence therein.

Very respectfully,

JOSEPH BISHOP, Sec'y.

No reply to the recommendation of the Board was received from either party until April 23, when the employees answered as follows:

HAMILTON COUNTY DISTRICT COUNCIL OF CINCINNATI AND VICINITY,
CINCINNATI, April 19, 1894.

JOSEPH BISHOP:

DEAR SIR: Your recommendation relating to the differences between the mill-owners and their employees was read at the last meeting of the district council and I was instructed to inform you that we could not concur in same.

Thanking you and the other members of the Board for the interest which you have taken in our welfare, I remain,

Yours respectfully,

DAVID FISHER.

After waiting a sufficient time without receiving any reply from either of the firms involved in the controversy, the board prepared the following decision, which was forwarded to all parties interested. It was also made public and a copy filed with the clerk of the city of Cincinnati, as required by section 5 of the arbitration law.

STATE OF OHIO, OFFICE STATE BOARD OF ARBITRATION,
COLUMBUS, May 16, 1894.

In the matter of the application of the employees of the Morrison & Snodgrass company, and also that of the employees of the William Mayer company.

These two matters were heard together at Cincinnati on the 28th and 29th of

March, 1894, upon application of the employees, filed at the same time (March 17), which set forth a grievance of the same nature, and in substantially the same terms.

The complaint in each case set forth, that the employers posted notice that on and after February 5, 1894, wages would be reduced, that is, that ten hours work would be exacted instead of nine, without increase per diem, and that their shops would be operated as non union shops, contrary to an agreement of May 12, 1892, between the Hamilton County Planing Mill association of which said employers were members, and the Carpenters' District Council of Hamilton county, with which said employees were connected.

Only the employees appeared at the hearing. Having heard all persons interested in the controversies, who came before us, as provided by the law, we, on April 4, advised what in our judgment ought to be done, and submitted to in the premises, as shown by a communication addressed to the employers and employees in each case, of which the following is a copy, omitting the address to-wit: [This is inserted above and is therefore here omitted.]

The employees have declined to accede to the recommendation. The employers have not responded. It only remains for us to make out a written decision under the law which provides:

"Section 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded on proper books of record, to be kept by the secretary of said board, and a short statement thereof published in the annual report, hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on."

The evidence submitted to us disclosed the fact that on May 12, 1892, as a result of the settlement of the difficulties, heretofore existing between the members of the said Hamilton County Planing Mill association and their respective employees, an agreement was entered into, signed by the members of said association, including the parties complained of, and by said Carpenters' District Council of Hamilton county, representing such employees.

The agreement provided:

First. "That the hours and rate of wages remain the same as at present existing until Monday, August 15, 1892. From August 15, 1892, until June 1, 1894, nine hours shall constitute a day's work, at the same rate of wages as now prevailing for ten hours."

Second—"In case of necessity requiring the working of overtime, the same shall be counted as one and one-half time, but it is understood that necessary repairs required in the factory shall not be counted at overtime rates."

Third—"The arrangement of the hours will be left to be adjusted between each employer and his employees."

Fourth—"It is agreed that notice of any further demands shall be given prior to January 1, 1894, and that in case no agreement is arrived at by February 1, 1894, the matter in dispute shall be referred to an arbitration committee for settlement."

According to the evidence submitted the factories in question were operated under the terms of the agreement up to the time of the notice referred to, February 5, 1894.

No demand or request for any change in the agreement had been given, and the employees were unable to assign any reason for the notice posted at that date, because of which their relations with their employers were severed. It was not for the lack or low price of mill-work, they said, because orders were numerous enough to keep the mills in operation at as good prices as last year.

In fact, the mills at once advertised in papers of other cities for hands to take the place of the old employees.

It did not appear from the evidence before us, that there was anything in the personal character or conduct of the men, as touching their efficiency as workmen, to justify their discharge.

On the contrary, from the best light we could get, they were industrious, reliable men, and skilled in the kind of work at which they were generally employed.

Our conclusion is, that without any apparent reason being shown or made known to the men, the employers plainly violated the agreement of May 12, 1892, and are therefore responsible for the existing differences or trouble.

The men should not have been discharged, as practically they were.

If there had arisen, by reason of the hard times, or otherwise, occasions for the modification of the agreement of May 12, 1892, the workmen should have been informed of it, in order that an adjustment might be reached in accordance with its provisions.

It is due these employees to add, that they showed at the hearing, a kindly spirit toward their employers, and expressed a willingness to consider any reasonable proposition of settlement. While they knew no cause of difference, yet they were ready to consider in a spirit of amicable settlement, were one disclosed.

But the employers declined to meet the Board after, as well as at the hearing. They showed a disposition to ignore, not only our presence, but our existence as a board and we are in the dark as to the reasons for their action.

It was with a view of getting the parties themselves together, in order to an amicable adjustment by arbitration as provided in their agreement, that we made our recommendation.

The mutual concessions recommended, we thought might not be objectionable and would, if acquiesced in, lead to a satisfactory future arrangement, mutually beneficial, without disturbing the rights of anyone.

We sincerely regret those concerned were unable to take the same view of the subject.

Respectfully submitted,

SELWYN N. OWEN, Chairman,
JOSEPH BISHOP, Secretary,
JOHN LITTLE,
State Board of Arbitration.

The following is the letter of the board transmitting its decision in the cases named :

STATE OF OHIO, OFFICE STATE BOARD OF ARBITRATION,
COLUMBUS, May 16, 1894.

THE WILLIAM MAYER COMPANY, Cincinnati, Ohio:

GENTLEMEN: Inclosed you will please find the decision of the State Board of Arbitration, relating to the recent investigation at Cincinnati, of the differences existing between your company, and its employees, which I am directed by the Board to forward to you.

Very respectfully,

JOSEPH BISHOP, Secretary.

PADEN BROTHERS & COMPANY, SHOE FACTORY, PORTSMOUTH, SCIOTO COUNTY.

On March 27, the following notice was received by the Board :

MAYOR'S OFFICE,
PORTSMOUTH, OHIO, March 26, 1894.

PRESIDENT STATE BOARD OF ARBITRATION, Columbus, Ohio:

DEAR SIR: Under the law constituting your board, I see that it is the duty of mayors to notify State Board of any strike, etc.

I desire to call your attention to a strike that took place this A. M., in the shoe factory of Paden Bros. & Company, of this city.

Yours respectfully,

HENRY HALL, Mayor.

A member of the Board visited Portsmouth on the 28th of March and was agreeably surprised to learn from Mayor Hall that the strike which commenced at the establishment of Paden Bros. & Company on the 26th had been settled to the satisfaction of all parties, having lasted only about twenty-four hours.

It appears from information received from Mayor Hall that the company thought they were paying more for work performed in the girl's department, than was being paid by other shoe manufacturers in their locality and therefore decided to reduce wages. It being the usual pay day, the pay roll was made up at the proposed reduced rate.

No previous notice or information had been given the girls of the intention of the company to reduce wages, and as they had accepted a reduction only a few months before they felt justified in resisting the demands of the company, and therefore refused to accept pay at the reduced rate and ceased work.

Happy for all concerned, a conference of employers and employees was held without delay, which resulted in the immediate resumption of work at the former rate of wages.

It is perhaps permissible to state in this connection, it has several times happened to our experience that an appeal to the State Board for assistance in adjusting labor troubles has been speedily followed by a settlement between the parties themselves.

COLUMBUS, HOCKING VALLEY & TOLEDO RAILWAY.

On Thursday, June 28, 1894, a committee consisting of Mark Wild, S. E. Crouch, R. W. Layton, C. C. Miller, John L. Galvin, F. C. Childs, Chas Reynolds, R. B. Fitzpatrick, John Brown and John Kellar, representing the American Railway Union, called on Mr. C. C. Waite, President of the Columbus, Hocking Valley & Toledo Railway company, at

Columbus, and presented to him a new scale of wages prepared by the Union and requested an answer as to its acceptance by noon on the following day. The scale provided for the restoration of the ten per cent. reduction, accepted by the employees of the company in January, 1894, and in some instances the wages were higher.

In reply, President Waite gave assurance that the ten per cent. reduction would be restored from June 15, but that the new scale could not at that time be accepted, as it was out of line as compared with competing roads of like character.

The answer of the company was not satisfactory to the men, who declared a strike at noon on Friday, June 29.

The next day the company posted the following notice in the yards at Columbus:

June 30, 1894.

To the Employees of the Yards:

All employees who wish to remain in the service of the company are directed to report for duty Monday morning, July 2, at the usual hour. All failing to do so without being properly excused will be considered as having left the service of the company and will call upon their respective heads of departments for their time.

Apparently the men paid but little attention to the above notice and on the next day, President Waite submitted the following proposition:

EXECUTIVE DEPARTMENT,
THE COLUMBUS, HOCKING VALLEY & TOLEDO RAILWAY COMPANY,
COLUMBUS, OHIO, July 1, 1894.

To Employees:

We have an established schedule of wages. Last January we had a meeting with an authorized committee of our employees, in the usual form always recognized, and you agreed to accept a ten per cent. reduction and I promised to restore it as soon as I could. I have restored the ten per cent. reduction, effective June 15. Your pay rolls are being made up on that basis. Some of them have already been paid. Now I have this proposition to make:

That traffic shall be resumed promptly and continued. We stand in the position now as always, that the wages of the employees of the Hocking Valley Railway, shall be in line with the wages paid by competing and other railroads of like character. When traffic is resumed, you among yourselves as employees shall appoint a proper committee in such manner as you desire, to confer with the officers of the Hocking Valley Railway, to adjust the present scale of wages. If it is not in line with that paid by railroads of like character including our competitors; all matters to be taken into consideration with reference to the fixing of a schedule, I am satisfied that the officers and the committee will agree.

In event of their failure to agree as to what is a fair comparative rate of wages, under this provision, that the matter shall be determined by arbitration.

Yours truly,

C. C. WAITE,
President.

Neither party had requested the services of the State Board in effecting a settlement of the controversy. However, in view of the gravity of the situation and as required by sections 13 and 14 of the Arbitration

law, the board decided to interpose and endeavor by mediation and conciliation to adjust the difficulty.

Accordingly on Sunday night, July 1, a member of the board called on Mark Wild, chairman of the grievance committee of the American Railway Union, and requested a meeting of the committee with the board. The request was granted, and the men manifested a willingness to accept the board as mediators in the case.

The board continued to meet with the committee and representatives of the company, from time to time endeavoring to reach some basis of settlement, upon which both parties could agree until July 3, when the American Railway Union by a unanimous vote, rejected the offer made by the company on July 1.

President Waite then issued notice to the employees of the road that the heads of departments had been directed to operate the property, and for all men previously in the employ of the company to return to their positions and those who did comply would be regarded as no longer in the service of the company.

In the meantime, the company had employed some new men but had not yet attempted to operate the road. Having learned the men had rejected the offer of the company, providing for arbitration, the Board asked permission to attend the meeting of the American Railway Union, to be held at Columbus on July 5. The request was granted and the members of the Board explained arbitration to the men and urged them to reconsider their vote of the previous meeting, and agree to accept the offer of President Waite, and select a committee to meet the officers of the company and adjust the scale of wages, and settle all matters of disagreement. The advice was accepted and by a unanimous vote, the action of the meeting on the night of July 4, was reconsidered and the proposition of the company accepted.

Immediately after the adjournment of the Columbus meeting (about noon July 5), a member of the Board called on President Waite and informed him of the action of the Columbus union, also that the Board intended to visit Nelsonville at once and endeavor to persuade the men in that locality to agree to his proposition of July 1.

He also urged President Waite not to employ new hands until after the Nelsonville meeting, expressing the belief that the men at that place would indorse the action of the Columbus meeting, and requested a special train to convey the Board and the committee of the American Railway Union to Nelsonville, for the purpose stated.

While President Waite did not feel the Board could succeed in its purpose, he nevertheless furnished the special train as requested, and relaxed his efforts (for the time being, at least) to hire new men.

Such was the situation when the Board left Columbus for Nelsonville on the afternoon of July 5.

On arrival at Nelsonville, the Board learned the Hocking Valley

miners were in full sympathy with the railroad employees and had agreed not to mine coal in case the company attempted to operate the road with new men.

This not only complicated matters and gave encouragement to the American Railway Union, but made the case more difficult to settle.

During the Nelsonville meeting, the Board, as in the meeting at Columbus, endeavored to prevail on the men to reconsider their action of July 3, and settle the wages question through a committee or by arbitration, as proposed by the company. The meeting continued until nearly midnight when the following proposition was agreed to, and was immediately sent by telegraph to President Waite :

NELSONVILLE, OHIO, July 5, 1894.

C. C. WAITE, President, etc., Columbus, Ohio :

We recommend the following as a basis of settlement, the contract to be executed to-morrow.

1st. The employees to resume their accustomed work at midnight, this date, without prejudice, at the old schedule before reduction.

2d. Employees to name a committee on or before the 15th inst, to act in conjunction with representatives of the company in adjusting and establishing a fair and just scale of wages to be operative until April 30, 1895, reference being had to wages paid by competing lines of railway, and to the character and amount of work done thereby.

If the said committee and representatives cannot agree then the matters of disagreement shall be referred, without delay, to arbitration, either to the State Board, or to three arbitrators to be selected as follows :

One by each party, and the third by the two thus chosen. The decision of the arbitrators in any disputed matter submitted, shall be in writing and bind the parties.

When the schedule of wages shall be thus made, either by agreement or by arbitration, or by both, the same shall take effect as of this date, and wages thereafter paid under the old scale before reduction to operate from June 15th, to this date.

The parties to carry out this agreement without delay.

The employees have acceded to this proposition. If the company will do likewise, the strike will be declared off at once. Answer.

SELWYN N. OWEN,
JOHN LITTLE,
JOSEPH BISHOP,
State Board of Arbitration.

The following is the reply of President Waite :

COLUMBUS, OHIO, July 5, 1894, 11:45 P. M.

HON. SELWYN N. OWEN, JOHN LITTLE, JOSEPH BISHOP, State Board of Arbitration, Nelsonville, Ohio :

We have already offered our employees every opportunity through proper committees to adjust our differences, and have made a fair and equitable proposition for a settlement, embracing all the points stated in your proposition.

This they rejected, notwithstanding our notice that on their failure to return to work immediately, we would fill their places.

We are now supplying vacancies and have already filled many of them, and given assurance of continued employment. Therefore no alternative is left except that mentioned in our circular of July 3, viz., that old employees may make application for their former positions and they will receive preference over other applicants as far as practicable and consistent.

C. C. WAITE.

The answer of President Waite was made known to the men, who declared their intention to continue the strike. The Board returned to Columbus and on July 6 (in the absence of President Waite), held a conference with Mr. C. O. Hunter, General Solicitor for the company. He stated the company objected to the proposition submitted by the Board because it provided the scale of wages should expire April 30, 1895. The scale of engineers and firemen ended January 1, and the company desired the American Railway Union scale should terminate at the same time.

The Board had no doubt the men would accept the change proposed and so stated. Mr. Hunter retired, but soon returned and corrected the statement as to the time when engineers and firemen scale expired, saying it was June 30, 1895, and not January 1, as he had previously reported. If the American Railway Union would agree to the change suggested, he would recommend the acceptance of the Nelsonville proposition. The Board indorsed the change proposed by Mr. Hunter and agreed to recommend its acceptance.

Another conference was held on the following day, July 7, when President Waite and Mr. Hunter both declined to settle the controversy on the terms submitted to the Board by Mr. Hunter at the previous meeting. Every argument and influence was used to induce them to accept the Nelsonville proposition, with the change above noted, as it was substantially the company's own proposition, but without avail. Notwithstanding the failure of the company to abide by the offer made by Mr. Hunter, the Board continued its efforts to reconcile matters.

The company had employed some new men and proposed to discharge an equal number of old hands. On the other hand, the men were determined that all the old hands should return to work or none.

From the beginning of the strike until the 10th of July the sessions of the Board were held daily and nightly. On the latter date it discontinued its daily sessions and thereupon sent the following letter to the company, a copy of which was also addressed to Mark Wild, chairman of the American Railway Union committee:

STATE OF OHIO, OFFICE STATE BOARD OF ARBITRATION,

COLUMBUS, OHIO, July 10, 1894.

MR. C. C. WAITE, President, etc., Columbus, Ohio:

DEAR SIR: This Board will not, for the present at least, continue its sessions at Columbus. It does not, however, abandon its endeavors to effect an amicable settlement between the Columbus, Hocking Valley & Toledo Railway company and its employees.

Should occasion arise, when in your opinion it can be useful to that end, do not hesitate to call on us. It is a matter of congratulation, that the parties seem now agreed on a method of arbitration for the settlement of the main issue, which first divided them. It is regretted that intervening circumstances have so far at least, prevented its consummation.

Our duty has impelled us to urge and insist upon measures not always agreeable to you, we know, but it is pleasant to reflect they have had candid and patient consideration.

Thanking you for courtesies extended, we are,

Very respectfully,

THE STATE BOARD OF ARBITRATION,
By JOSEPH BISHOP, Secretary.

While no formal session of the Board was held for some days, the members were constantly on the alert to render any service that circumstances might require.

In the meantime the company decided to operate the road with non-union men, and for that purpose, secured a force of police, and, as reported, deputy United States marshals, under an order of a federal court at Cincinnati, which was printed in large posters and fastened on the passenger cars of the road, enjoining all persons from interfering with the operation of the road, etc., etc.

On July 12, the company attempted to move coal trains from Nelsonville, but on account of the manifest opposition, the work was abandoned.

The situation had become alarming. The Board immediately convened at Columbus and renewed its efforts to settle the dispute, and avoid threatened lawlessness and violence.

Frequent conferences were held with representatives of both sides, in which leading business men of Nelsonville and Columbus participated.

Finally, on the afternoon of July 17, President Waite submitted the following proposition as the ultimatum of the company :

"Mark Wild and Sherman Linn will not be employed. F. C. Childs, G. F. Rogers, J. Kellar, E. K. Parsons and C. C. Miller, against whom charges have been preferred, will not be employed until after their cases have been investigated. If the charges are not sustained they will be reinstated. All other old employees will be reinstated without prejudice, and will render faithful service and courteous treatment to the company and its employees. Where vacancies exist, they will be given their old places, but where they do not, they may be required to work in such other capacity until a vacancy occurs. Meanwhile their pay shall be equal to that which they would have received if working in their former positions."

Believing the above offer of President Waite to be the ultimatum of the company, and the best settlement that could be made, and in view of the fact that the peace and order of the state was seriously threatened, the Board earnestly recommended its acceptance, and sent the following by telegraph to the men at Nelsonville.

COLUMBUS, OHIO, July 17, 1894—5:55 P. M.

J. C. PARKER, Nelsonville, Ohio :

We were present at the conference at the governor's office to-day, and considering the great and paramount importance of an immediate, amicable adjustment and settlement, we feel it our duty to, and do urge the individuals concerned to acquiesce in non-employment, and bring the controversy to a close.

As we understand, the proposition is, in substance, the Nelsonville proposition, with the exception that the individuals named are not embraced among the employed.

It might seem a sacrifice to those named, but it should not be so regarded or treated. Their wages should be made good by contribution by their fellows, and others concerned, until they procure employment.

Individually, our members would share in that contribution.

Our recommendation, understand, is to the individuals, and we hope the others will not oppose them in their patriotic action, should they concur in the view here taken.

Please communicate this dispatch to the meeting to-night.

SELWYN N. OWEN,

JOHN LITTLE,

JOSEPH BISHOP,

State Board of Arbitration.

In view of the importance of the meeting to be held at Nelsonville, the members of the Board decided to attend the meeting and use their influence in favor of the foregoing proposition.

Mr. John McBride, President of the United Mine Workers of America, was also present, and strongly supported the proposition.

The subject was fully discussed, due consideration being given to all interests involved, and finally about midnight, on July 17, the men accepted the proposition of the company, declared the strike at an end, and resumed work.

It is pertinent to add in this connection that this proposition had, on the day previous, been submitted to the men, through Mr. McBride, without the knowledge of the Board, and had been rejected.

It was after this rejection that the proposition was made known to the Board, and its services solicited in its support.

Had the Board enjoyed the full confidence and co-operation of the Company in its efforts to bring about a settlement, the strike would have sooner ended.

Such lack of confidence and co-operation is not at all exceptional in labor difficulties. The very fact of the Board being accorded the full support of one party, often engenders misgivings on the part of the other. As a consequence settlements are delayed and sometimes defeated. It is not of course, intimated for such is not the fact, that the integrity or good purposes of the Board have been questioned in any instance. The difficulty is, that suspicion is sometimes aroused that the Board's efforts may favor one side rather than the other.

The following resolutions were adopted by the American Railway Union and a copy received by the State Board, July 26, 1894 :

COLUMBUS, OHIO, July 24th, 1894.

At a meeting of the employees of the Columbus, Hocking Valley and Toledo Railway company, held on the above date, the following resolutions were unanimously adopted:

Resolved, That the firm, impartial and considerate course of the State Board of Arbitration, in its efforts to bring about an adjustment of the recent strike on the Hocking Valley Railway, has done much to secure the happy results reached, and to vindicate the wisdom of resorting to arbitration as the best method of terminating such difficulties.

Resolved, That while said State Board of Arbitration has at times firmly opposed what to us seemed right, yet we gladly recognize its purpose at all times has been to accomplish a settlement on fair and just lines, and where we have differed, we are bound to admit that results vindicate its wisdom.

Resolved, That a copy of these resolutions be sent to the State Board of Arbitration and published in the daily press.

By order of A. R. U., No. 330.

(SEAL.)

The estimated loss in revenue to the company and expenses incident to the strike is about \$153,000.00, and the loss in wages to the men is about \$32,000.00, making a total loss of \$185,000.00.

THE YOUNGSTOWN STREET RAILWAY COMPANY, YOUNGSTOWN, MAHONING COUNTY.

On the morning of July 11, 1894, a strike was inaugurated by the employees of the Youngstown Street Railway company.

The company employed about 125 men, all of whom quit work at time stated, because the company refused to sign a new scale of wages which was presented to it by a committee of employees in the form of a contract or agreement, about eleven o'clock A. M. on July 10, with a request that it be signed before five o'clock the next morning.

The company refused the demand, and at once prepared a written reply, giving its reasons for declining the proposed schedule of wages and handed the same to the committee about four P. M. the same day.

At the time the strike was inaugurated, the Board was endeavoring to settle the difficulty of the Hocking Valley Railway, which was of so great and paramount importance as to demand the entire time and attention of the members.

The following notice of the controversy was received by the Board on July 24th:

YOUNGSTOWN, OHIO, July 23, 1894.

HON. JOSEPH BISHOP, Sec'y State Board of Arbitration, Columbus, Ohio:

DEAR SIR: The street railroad employees of Youngstown are on a strike.

I have offered to return them to work, and submit the entire matter in dispute, to either a State Board or local board of arbitration.

I wish you would place yourself in communication with both parties. My address is Park hotel. We stand ready to proceed according to the law governing these matters and abide by the decision of the board.

Yours respectfully,

W. D. MAHON,

President Amalgamated Association of St. Ry. Men of America.

A member of the Board visited Youngstown at once, and learned the street railway had been tied up two weeks.

In the meantime the company engaged some new men, and when the Board appeared on the ground, were trying to operate the cars.

On the other hand, the labor unions of the city had expressed sympathy for and pledged support to the street car men, and consequently but few persons patronized the road.

Repeated efforts were made to secure a conference of both sides with the Board, hoping thereby to settle all differences, but without avail, as the company declined the services of the Board as mediators and declared their purpose to retain the new men, and to discharge certain of the old employees.

The men, on the other hand, were equally determined that all the old hands should return to work or none.

Failing to bring the company and the men together, the Board discontinued its efforts to adjust the matter, for the time being, having first informed both parties it would promptly respond to any request or notice from either side.

The company continued its efforts to resume business. New men were engaged and while some of the cars were operated, but little actual business was done.

About the middle of August, the business men of the city endeavored to have both parties submit all matters in dispute to the circuit judges, for settlement, and in case of failure of either side to do so, the merchants resolved to support the party which would agree to the request.

The company acceded to the request of the merchants, but the men, through the Central Labor Union, of Youngstown, declined, but offered to submit the matter to the State Board or to a local board of arbitration.

Seeing that both parties were now agreed on arbitration as the method of settlement, the main issue being as to who should be the arbitrators, the Board again endeavored to persuade them to submit their differences to a local board of arbitration, without avail.

All efforts to settle the controversy by mediation having failed, and as neither party had applied for arbitration, the board again relaxed its efforts, having assured both employer and employees that it would renew them at any time they desired.

No change in the situation worthy of note occurred until Saturday, September 1st, when the men declared the strike off.

On September 5th, the company reinstated twenty-seven of the old

hands, giving regular runs to about half the number and placing the rest on the extra list.

All others (about 100) lost their situations. The strike lasted seven weeks and three days. We are not informed of the loss to the company, but have information that the loss in wages to the men was about \$7,000.00.

MASSILLON COAL DISTRICT, MASSILLON, STARK COUNTY.

On February 19, 1894, the coal operators of the Massillon district, comprising Stark, Summit, Wayne and Medina counties controlling about twenty-two mines and employing over 2,000 mine workers, closed their works on account of the refusal of the miners to accept a reduction of 15 cents per ton.

For several years it had been the custom of the district to pay the miners a differential of fifteen cents per ton above the Hocking Valley price, the miners claiming the differential, because the Massillon coal required more labor, powder, etc., than that of the Hocking Valley or other competing fields.

On the other hand, the operators demanded the reduction for the reason that their competitors were paying less for mining and other labor, and were therefore supplying markets formerly controlled by the Massillon operators, and it was necessary to reduce wages to retain their trade.

On February 23 (five days after the lockout commenced), a joint meeting of operators and miners was held at Massillon without reaching a settlement. Failing to agree on a basis of operation, the miners proposed to settle the matter by arbitration.

Soon after the Massillon meeting, the operators met in Cleveland and adopted the following answer to the miner's proposition to arbitrate :

"Whereas, after a due and thorough investigation of the question of the cost of Massillon coal on cars for shipment, as compared with competitive districts on same mining basis, we find that owing to the increased expense of our deeper shafts, our heavy and more costly machinery, the great amount of water, requiring more pumps, boilers and fuel, the higher royalty prevailing in our district, the removal to level and haulage ways, the amount of water pipe used to reach distant and lower points, the expensive prospecting, the small and uncertain tonnage in our basins, in view of the fact that we are asking the same rates as are paid throughout Ohio, and furthermore, that in view of the fact that for reasons above enumerated, we find this district utterly unable to bear the unequal burden of any differential payments and meet the conditions of competition brought against us; therefore be it

"Resolved, That we, the producers of the Massillon district, respectfully decline to arbitrate the question, because any decision adverse to the producers, will necessarily result in closing the mines."

Having learned the operator's declined arbitration, the miners met in delegate convention at Canal Fulton on March 12 and decided to con-

tinue the strike against the proposed reduction, and through the public press, again invited the operators to arbitrate.

The trouble continued without any marked change in the situation until August 15, when the operators posted the following notice at the several mines throughout the district :

"Proposed scale of wages to be paid in Massillon district on the basis of 60 cents per ton for mining coal.

Day engineer, per month.....	\$50 00
Night engineer, "	40 00
Blacksmith, per day	1 75
Dumpers, "	1 35
Trimmers, "	1 35
Cagers, "	1 50
Pump tenders, per day.....	1 40
Drivers, per day.....	1 75
Roadmen, per day	1 75
Entry men, single turn, per yard.....	1 75
Entry men, double turn, "	2 00
Trappers, they pay for oil, per day.....	65
Turning rooms, per day.....	1 75
Break throughs, "	1 00

PROPOSED COST OF SUPPLIES.

Powder, per keg.....	\$1 50
Oil, per gallon.....	60
Sharpening— $\frac{1}{3}$ cent per ton for room men and $1\frac{1}{4}$ cents per ton for entry men.	

With supplies at prices named, and lower cost for their house coal, miners gain 7 cents per ton over old scale of prices.

Believing the above to be a fair and equitable offer to the miners of the Massillon district, as compared with other districts in the state of Ohio, especially as compared with the Jackson field, our greatest competitors;

Be it resolved, that unless it be accepted by said miners by August 25, 1894, each operator shall order his mine or mines cleared of all miners' tools within three days thereafter, that the working places be declared vacant and open to other workmen,

Respectfully submitted,

THE MASSILLON COAL OPERATORS."

The miners refused the terms proposed and removed their tools from the mines, and the operators published the following in the daily press :

" NOTICE.

"One thousand experienced coal miners are wanted immediately in the Massillon mining district of Ohio, to operate the mines in said district. None but good miners wanting steady employment need apply. Ample protection will be given."
(Signed.)

The proposed scale of prices was also published. The above notice signed by the "Consolidated Massillon Mining Company, Massillon, Ohio."

Up to this time, the Board had not received any official notice of the lockout, as required by section 13 of the Arbitration law. However the Board learned the operators were endeavoring to secure non-union, (colored) miners to take the places of their old hands, and fearing the introduction of so large a force of new men might lead to disorder and violence, decided to interpose and endeavor, by mediation to bring about a settlement of the controversy.

Accordingly on Monday, September 17th, the Secretary of the Board visited Massillon, and after repeated efforts arranged for a conference of representatives of both sides with the Board on Monday, September 24th. The conference met at the time stated, but as the miners were not prepared to submit a statement of their case, the conference adjourned until Thursday, September 27th.

In the meantime the miners, at the request of the Board, held meetings and selected delegates to a district convention to choose their conference committee and consider other matters tending to a friendly settlement of all differences.

The conference met as agreed upon, and during the progress of the meeting the operators proposed to submit all matters in dispute to the State Board for settlement. The miners agreed to arbitrate, and the State Board, in this as in all other cases, urged both parties to select a local board of arbitration, as provided by the law, and that the several mines throughout the district resume operations pending the result.

The Miners' district convention being in session, unanimously agreed to the recommendation of the Board and adopted the following

RESOLUTIONS:

"Resolved, That we, in delegate convention assembled, representing the employees of the mine operators in the Massillon district, agree to submit for settlement the matters of difference between said employees and their several employers to a local board of arbitration, as provided in section 10 of the Arbitration act of Ohio, 'One arbitrator to be selected by said employees, one by said employers, and the third by the two thus chosen.'

"Resolved, That the committee appointed by the meeting for the purpose be authorized and directed to sign the necessary articles on behalf of such employees, for such arbitration, if said operators agree thereto.

"Resolved, That we recommend to our constituents that they go to work in the several mines of the district, as early as practicable, and not later than Tuesday, October 1, pending the result of arbitration."

The foregoing resolutions were made known to the operators, who promptly agreed to a local board of arbitration. The local organizations of the miners throughout the district ratified the action of the district convention, and, in some instances, resumed work on Monday, and on Tuesday, October 2, all mines ready for work were in full operation, and the great coal strike in the Massillon district, beginning February 19th and continuing almost eight months, was at an end.

The district convention and meetings of the local unions in the four counties were, for the most part, attended, and addressed by one or more members of the Board. In order to attend some of these meetings it was necessary to make considerable journeys by private conveyance. This work occupied them day and much of the night from the beginning to the conclusion of the negotiations for arbitration.

The agreement for arbitration entered into between the operators and miners, made under the supervision of the State Board, is set forth in the report of the local board following.

On December 20, 1894, the following letter and decision of the local board of arbitration was received:

CLEVELAND, OHIO, December 19, 1894.

To the State Board of Arbitration and Conciliation, Columbus, Ohio :

GENTLEMEN: In accordance with the provisions of section 11, of an act of the General Assembly of Ohio, passed March 14, 1893 (90 O. L., 83), as chairman of a local board of arbitration and conciliation, appointed under provisions of section 10 of said act, I herewith transmit to you a copy of the award of said local board upon the matter submitted as set forth in the award.

W. S. KERRUSH,

Chairman of the Local Board of Arbitration and Conciliation.

In the matter of arbitration between the miners of the several mines in the Massillon District, and the committee for the operators of the Massillon District.

FINDING AND AWARD OF THE OPERATORS.

On October 1, 1894, the parties to this arbitration united in executing the agreement following, to-wit :

AGREEMENT OF ARBITRATION.

WHEREAS, Differences exist in the mining district known as the Massillon District, between the owners and operators of the mines and their employees, whereby said miners are now idle, and

WHEREAS, Said employees, parties to this agreement of the first part, and said employers, parties to this agreement of the second part, are desirous of reaching a fair adjustment and settlement of said controversy.

THEREFORE, And to the end aforesaid, said parties enter into the following agreement :

Said parties submit to the decision of the Board hereinafter designated, chosen under section 10 of the Arbitration law of Ohio, passed February 10, 1885, as amended May 18, 1894, the differences between said parties, to-wit :

Price per ton for mining the different sizes and thickness of coal
 Size of mesh of screen to be used.....
 Price for entry, per yard, single turn.....
 Price for entry, per yard, double turn.....
 Price for turning rooms.....
 Price for breakthroughs.....
 Price for miners' labor, per day.....
 Price for drivers, per day.....
 Price for roadmen, per day.....
 Price for trappers, per day.....

COST OF SUPPLIES FOR MINERS, TO-WIT :

Powder, per keg.....
 Oil, per gallon.....
 Price for sharpening tools.....

The schedule of the claims of said parties is hereto attached, marked "Exhibit A" and made part thereof.

Each and all of which differences shall be, and they are hereby submitted to Rev. James Kuhn, chosen by the party of the first part, and Hon. E. J. Blandin, chosen by the party of the second part; and said two parties shall mutually agree upon a third man, fair and disinterested between the parties, and said board of three thus chosen shall constitute the Board of Arbitrators.

Said Board shall proceed as soon as chosen and qualified to investigate the differences hereby submitted, and make their award in writing upon matters submitted, which shall be furnished in duplicate to each of said parties, and shall be binding upon said parties.

Said parties of the first and second parts mutually bind themselves to the faithful performance of this agreement.

Witness the signature of said parties hereto, this first day of October, 1894.
 Massillon, Stark county, Ohio, October 1, 1894.

(In duplicate.)

Committee for the operators of the Massillon District :

WALTER J. MULLINS,
 JAMES F. POCKOCK,
 J. C. ALBRIGHT.

The miners of the several coal mines in the Massillon District by their duly authorized agents respectively :

HENRY MULLEN,
 DENNIS MOYLAN,
 JAMES PARKS,
 FRANK WELCH,
 JOHN JAMES.

EXHIBIT A.

Price per ton for mining the different sizes and thickness of coal.

Miners claim 75 cents per ton for all coal 4 feet thick and upwards, and 4 cents per ton extra for each 3 inches below 4 feet.

Operators claim 60 cents per ton for lump coal regardless of thickness of vein.

	Miners' claim.	Operators' claim.
Size of mesh of screen to be used.....	1½ inches.	1½ inches.
Price for entry per yard, single turn.....	\$2 00	\$1 60
Price for entry per yard, double turn.....	2 25	1 80
Price for turning rooms.....	2 00	1 25
Price for breakthroughs per yard.....	1 50	75
Price for miners' labor, per day.....	1 80	1 60
Price for drivers, per day.	1 80	1 60
Price for roadmen, per day.....	1 80	1 60
Price for trappers, per day.....	70	50

COST OF SUPPLIES FOR MINERS, TO-WIT :

Powder, per keg.....\$1 50
 Oil, per gallon..... 60

PRICE FOR SHARPENING TOOLS:

Entry men.....	1½ cents per ton.
Room men.....	¾ cents per ton.

Thereupon the two arbitrators thus chosen met and agreed to, and did choose W. S. Kerruish, Esq., to be the third man mentioned in the agreement, and he having accepted such appointment, the arbitrators were each sworn as such, as evidenced the following certificate:

THE STATE OF OHIO, }
CUYAHOGA COUNTY, } ss.

BEFORE ME, Frank H. Ginn, a notary public in and for said county, personally appeared Rev. J. Kuhn, E. J. Blandin, and W. S. Kerruish, who being by me personally sworn say that they will faithfully perform their duties as arbitrators of the matters of difference, set forth in the articles of agreement of arbitration dated October 1, 1894, by and between the miners of the Massillon District and the coal operators of the Massillon District.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 25th day of October, A. D. 1894.

FRANK H. GINN.
Notary Public.

(Notarial Seal, Cuyahoga County, Ohio.)

Thereupon, the arbitrators as thus chosen and qualified, convened at Room 809, Society for Savings Building, in the city of Cleveland, Ohio, on the 30th day of October, 1894, and it being desired by the parties and deemed proper by the arbitrators, the following rules of procedure were adopted by the arbitrators, to-wit:

"The undersigned Board of Arbitration, convened in pursuance of the submission thereto of certain differences mentioned therein, dated at the city of Massillon, Ohio, October 1, 1894, for the information of the respective parties in difference, as well as for the regulation of procedure by and before said board, adopts the following rules:

1. Proof by either of said parties, except as hereinafter provided, is to be by written statement under oath submitted in the form of affidavits or statistical information pertinent to the matters in issue, compiled by public authorities.

2. Said written or printed statements under oath are to be confined strictly to the concise narration of facts relied upon by the various parties relevant to the dispute, in support of their respective claims or contentions, and said statements are to be without argument.

3. Both of said parties may present as much proof or as many affidavits, in support of their respective claims or contentions, as they may deem proper.

4. In view of the ex parte character of the procurement and reproduction of said evidence necessary to the expediting of said arbitration, or if for any cause it be made to appear to said board to be necessary, the board of arbitration reserves to itself the right to call any additional proof it may deem proper, whether in the nature of oral or documentary evidence, as well as to allow cross-examination orally upon any affidavit.

5. By the terms of the submission it is left uncertain and indefinite who holds the affirmative of the controversy, nor has the board formed any opinion thereon. Both parties deny being bound to sustain the burden of proof. In order to facilitate the hearing without imposing such proof on either party, it is ordered by the board that both sides prepare and submit their evidence on matters of difference on or

before November 20, 1894, and that all evidence thereafter be confined to rebuttal evidence, and that both sides submit its rebuttal evidence on or before November 27, 1894.

All evidence in the case shall be submitted on or before the above named dates at the office of Blandin & Rice, 809 Society for Savings Building, Cleveland, Ohio, unless for some good cause shown, the board extends the time beyond said date to either party.

6. On the completion of the proof either party may be heard in person or by counsel, either orally or by written brief at their pleasure, respectively.

W. S. KERRUISH,
E. J. BLANDIN,
J. KUHN.

In accordance with these rules, the evidence in chief was submitted on November 20, 1894, and on November 30th, the operators submitted their evidence in rebuttal, the miners not desiring to submit any evidence in rebuttal further than certain exhibits and printed reports and books of statistics that were referred to in their arguments. Each side also submitted printed arguments, and neither party desiring to be heard in oral argument, the matter was on December 10, 1894, declared to be fully submitted by both sides to the arbitrators.

Therefore, on December 10, 1894, the arbitrators met and proceeded carefully to examine all the evidence thus submitted, and the respective arguments. We have read all the evidence and arguments so submitted, and have considered the same with great care. We have examined and carefully considered many books and tables of voluminous statistics referred to in the arguments and briefs of the parties. We have considered the different grades and qualities of coal referred to, the cost of prospecting for coal, the expense for opening shaft, drift and slope mines, the relative flow of water in the mines, the cost and expense of living in various mining localities, the labor required in mining in different mines, the average of nut and slack produced in different mines and the size of screen used, the opinions of witnesses upon the ability of different grades of coal mined at different points and freighted different distances to compete for domestic, lake and steam trade, and have endeavored to fairly and candidly weigh and consider every fact and all the evidence and arguments in the case, to reach the just and right conclusions on the matter intrusted to our decision.

The evidence shows for some years past a so-called differential of 15 cents per ton has been allowed and paid to miners in the Massillon district; that is, the miners have been allowed and paid in the Massillon district 15 cents per ton for mining more than was allowed and paid elsewhere in the state; and it is the continuance of this differential which is the matter in dispute. The miners claim it should continue in their favor; the operators claim it should be abandoned and mining should be hereafter done in the Massillon district at rates prevailing in other mining districts.

The weight of the evidence submitted to us clearly establishes the following facts:

First—The operators can get plenty of miners and men to do the work in the mines in the Massillon district at the prices and rates proposed by them in the schedule attached to the agreement for submission as above set forth, using a screen with 1½ inch mesh.

Second—Miners are working in the other mining districts of the state at rates proposed by the operators, and in veins not thicker than those in the Massillon district, and using 1½ inch screens.

Third—At the same rates for mining, miners prefer to work in the Massillon district rather than in other districts of the state.

Fourth—At the rate of 60 cents per ton for mining, miners can do as well and earn as much money in the Massillon district as in other districts at the same rate.

Fifth—The labor of miners necessary for mining the same number of tons of coal is less in the Massillon district than in other districts, when they use powder as they do at present.

Sixth—Massillon coal has been very largely driven from the market in the lake trade and for steam purposes, by coal mined at lower rates than those heretofore paid in the Massillon district.

Seventh—The screen in general use is 1½ mesh. There is no reason shown why 1½ inch screens should not be used in the Massillon district, the same as in other parts of the state paying the same rate for mining. The miners in the Massillon district have a little advantage in using the same screen, because the coal is firmer and breaks less in handling, and yields more lump coal on the average than the soft coals.

In view of these facts it is our opinion that the rates and prices, and size of screen proposed by the operators in agreement of submission has been proven, in this case, to be just and reasonable, and should be accepted by the miners and we so award.

Respectfully submitted,

W. S. KERRUISH,
E. J. BLANDIN,
Arbitrators.

December 18, 1894.

Signed not agreeing with the verdict.

J. KUHN,
Arbitrator.

The award was not acceptable to the miners, who were loud in their expressions of disapproval. Dissatisfaction with the award of the local board increased until December 27, when a district convention decided to cease work, and appointed a committee to meet the operators and arrange future prices.

In consequence of this action, the men ceased work and remained idle about two weeks. In the meantime, the Board visited the district and endeavored to persuade the men to reconsider their action, accept and abide by the decision of the local board in good faith and honor, according to agreement and return to work without delay. Upon reflection, the miners realized the mistake they had made by rejecting the award, and on January 7, again met in convention and

"Resolved, That we resume work at the sixty cent cut rate for an indefinite period."

The miners again resumed operation, but in a few days the drivers ignored the decision of the local board and ceased work, which caused another suspension of operation.

Happily for all concerned, this controversy was of short duration. The drivers, as in the case of the miners, were compelled, by force of public opinion, to retrace their steps, accept the award and return to work.

THE FALCON TIN PLATE AND SHEET COMPANY, NILES,
TRUMBULL COUNTY.

On November 14, the Board received the following notice of a lock-out at Niles:

MAYOR'S OFFICE,
NILES, OHIO, November 13, 1894.

The State Board of Arbitration, Columbus, Ohio:

GENTLEMEN: As per section 13, Arbitration law of Ohio, I beg to notify your honorable body that there is a lockout at the Niles Iron Sheet and Tin Plate Company of Niles, Ohio. Said firm employs not less than fifty persons.

The employees' representative is John Davy, Niles, Ohio.

I believe if the State Board would promptly take hold of this matter, great good can be accomplished.

Yours truly,

D. J. WOODFORD, Mayor.

In response to the above notice, the Secretary visited Niles and received valuable assistance from Mayor Woodford in efforts to secure a conference of both parties with the Board.

The men claimed the company demanded a reduction of from 25 to 30 per cent. in the wages of the tin mill employees, which they refused to accept and in consequence, the tin plate department of the works had been closed about two months. They were members of the Amalgamated Association of Iron and Steel Workers, and declined to confer with the company or take any action, except through the officers of their National Union. They were anxious, however, for a conference and an amicable settlement.

On the other hand, the company stated, the Tin Plate Manufacturers' Association had given the subject full and careful consideration, that on account of the reduction of the duty on the imported article, the American manufacturers could not operate their works, meet foreign competition and pay the old scale of wages. In order, therefore, to operate their tin mill, it was necessary to reduce wages from 25 to 30 per cent., which the men declined to accept.

The company seemed to favor a conference, but would not advise such a meeting unless the officers of the union not only desired but would have authority to settle the question. It agreed, however, to consider the matter and notify the Board of their conclusions.

The next day the Secretary called on Mr. M. M. Garland, President of the Amalgamated Association of Iron and Steel Workers at Pittsburgh. He was favorable to a conference with the Board, and agreed to attend at any time. He believed it would lead to a settlement and gave assurance of his cooperation.

Five days later (November 22), the Board received the following letter from the company :

THE FALCON TIN PLATE & SHEET Co.,
NILES, OHIO, November 20, 1894.

MR. BISHOP, Secretary State Board of Arbitration, Columbus, Ohio :

DEAR SIR: In response to your proffered service made with a view of effecting a settlement of the wage disagreement between our tin mill employees and this company, we would state, that when the reduction in tin mill wages was asked it was done after much deliberation, and with the firm conviction that it was necessary to the permanent establishment of the tin plate industry. We are firmly of this opinion; however, we are always ready and willing to meet our employees and confer over any disagreement.

The opinion seems to have recently gone forth, however, or at least it now seems to be the prevailing impression amongst our employees, that this company is anxious for a settlement on a different basis than that proposed by the Tin Plate Manufacturers' Association, and moreover, it is very evident from a press interview with Mr. Garland, taken from the Pittsburgh Times of to-day and herein enclosed, that the Amalgamated Association (which includes our men) believe that a settlement will soon be reached largely in their favor.

We believe that a conference would not result in any settlement of the question, and in consequence feel it would be simply a waste of time.

Yours very truly,

M. I. ARMS.

Enclosure.

Still believing the proposed conference would lead to an amicable settlement of the controversy, the Board sent the following reply to the foregoing letter :

STATE OF OHIO, STATE BOARD OF ARBITRATION,
COLUMBUS, November 22, 1894.

MR. M. I. ARMS, Falcon Tin Plate & Sheet Co., Niles, Ohio.

DEAR SIR: Your valued favor of the 20th at hand—contents noted. We regret very much that your company has not signified its willingness to participate in a conference with your employees and this board, such as we outlined to you on Friday last; and for the sole purpose of endeavoring to effect an amicable settlement of existing differences between your company and your tin mill employees.

The subject is of such great importance and involves interests of such extent, that we feel warranted in renewing our request for such conference, notwithstanding the impressions that may prevail, as to the desires or purposes of either party to the controversy.

I visited Mr. Garland at Pittsburgh, on Saturday last, and presented the matter to him as I did to you, and received from him the assurance that the officers of the Amalgamated association were ready to participate in such meeting.

The plan we suggested to you is certainly a step in the right direction, and may in this case, as it has in many others, open the way for a settlement of all differences.

We trust, therefore, that your company will yet agree to such conference. Hoping for an early and favorable reply,

Very respectfully,

THE STATE BOARD OF ARBITRATION.

JOSEPH BISHOP, Secretary.

On November 25, the Board received the following answer from the company :

THE FALCON TIN PLATE & SHEET COMPANY,

NILES, OHIO, November 24, 1894.

JOSEPH BISHOP, Secretary, Ohio State Board of Arbitration:

DEAR SIR: Your valued favor of the 22d inst. duly received, and we carefully note the contents in detail.

We regret that we cannot feel warranted in changing our decision in regard to the matter in question, but the fact that we can see no possible prospect of a settlement on account of the prevailing sentiments amongst our employees as expressed in my previous letter, and we believe that under such circumstances a conference would only lead to useless agitation and perhaps aggravate existing differences.

Yours truly,

M. I. ARMS.

The company having twice declined a conference, and finding no opportunity for mediation and not having received an application for arbitration, the Board took no further action in the case.

The troubles continued without any marked change in the situation for several weeks, when mutual concessions were made and a settlement effected.

MORGAN & TANDY COAL WORKS, CANNELVILLE, MUSKINGUM COUNTY.

On Tuesday, December 4, 1894, Mr. L. R. Morgan representing Morgan & Tandy, coal operators at Cannelville, Muskingum county, called at the office of the Board and reported a dispute between his company and the miners in their employ, as to the price for mining coal, four feet thick, in what is known as No. 6 vein.

A member of the Board visited Cannelville and learned the following: In the Cannelville district, coal in No. 6 vein is usually less than four feet thick, and the price for mining has been 70 cents per ton. Morgan & Tandy opened a mine in No. 6 vein where the coal proved to be four feet thick and claimed the men should accept the 60-cent. rate for mining.

Operations were commenced about the last of September and the miners worked at the 60-cent. rate until October 26, when the local union of mine workers of which they were members demanded the company should pay 70 cents per ton for mining.

The demand was refused and the men ceased work and remained idle two weeks when they resumed operations at sixty-five cents per ton until

such time as the matter could be definitely settled. In the meantime, the company presented the case to the state executive board of the Miners' Union, which sustained the local organization in demanding the seventy-cent rate.

Being dissatisfied with this decision, the company referred the subject to the national president of the United Mine Workers, who advised that the case be presented to the State Board of Arbitration for settlement.

Failing to adjust the matter by mediation, the State Board recommended that all matters in dispute be submitted to a local board of arbitration, which was accepted by both parties and the following agreement entered into:

AGREEMENT.

Whereas, certain differences exist between Morgan & Tandy, coal operators of Cannelville, Muskingum county, Ohio, and the miners in their employ, regarding the price to be paid for mining coal.

It is hereby mutually agreed by and between said Morgan & Tandy, and said miners, that all of said differences be and are hereby submitted for settlement to a local board of arbitration, as provided by section 10 of the Arbitration law of Ohio, one of the arbitrators to be selected by Morgan & Tandy, one by the said miners, and the two thus designated shall choose the third member of the board.

It is further agreed by said Morgan & Tandy, and said miners, that the local board of arbitration herein provided for, shall decide upon and fix a price to be paid by said Morgan & Tandy, for mining coal four feet thick and upwards. It is understood by the parties to this agreement, that the price to be paid for mining coal less than four feet thick shall be the same as now prevails in the Cannelville district.

The said Morgan & Tandy do hereby appoint H. E. Buker as their arbitrator and said miners appoint B. G. Ransomer as their arbitrator, and the two arbitrators herein named shall select the third member of said board.

It is further agreed between said Morgan & Tandy and said miners, that they will accept and abide by the decision of the said local board of arbitration, and that work shall be resumed on Friday, December 7, 1894, pending the decision of said board.

CLAIM OF MORGAN & TANDY.

That whereas the coal in their mine will measure four feet thick and upwards, the miners should accept the scale price of sixty cents per ton for mining.

CLAIM OF MINERS.

That the price paid for mining coal in what is known as vein No. 6 has been and is now seventy cents per ton, that Morgan & Tandy are now operating in said No. 6 vein and should therefore be required to pay seventy cents per ton for mining all coal regardless of thickness,

Signed for MORGAN & TANDY,
By L. R. MORGAN.

Signed for Miners,
By J. F. HOLDSWORTH,
Chairman of Committee.

ZANESVILLE, OHIO, December 6, 1894.

On December 12th, the Board received the following letter from one of the local arbitrators :

ZANESVILLE, OHIO, December 12, 1894.

MR. JOSEPH BISHOP :

DEAR SIR : The miners at Cannelville object to the local board settling their difficulty, so of course we do not wish to have anything to do with it.

Yours most truly,

B. G. RANSOMER.

The Secretary visited Cannelville again, and learned that the union had renewed its demands for the seventy-cent rate, and the miners refused to abide by the agreement for local arbitration, fearing that by so doing they would incur the displeasure of their organization, and accordingly they notified the local board it could not settle the question and directed it not to visit Cannelville.

The company was ready and anxious to proceed with the arbitration, but as the miners had withdrawn from the agreement, the local board declined to act. The State Board endeavored to persuade the miners to abide by the agreement to arbitrate, without avail.

Nothing further was heard from either party until December 21st, when Mr. Morgan called at the office of the Board and filed an application for arbitration. The Board decided to hear the case at Cannelville on Wednesday, December 26th, and issued notices accordingly.

Both parties were present at the hearing. The Board endeavored to reconcile matters without avail, and therefore made the necessary investigation. A number of witnesses were examined for the company and also for the employees. All who desired to testify were heard and all present were given the opportunity to question any and all witnesses.

After hearing all the testimony, another effort was made to effect a settlement by conciliation without success.

The Board returned to Columbus and the next day sent the following letter and recommendation to the company. A copy was also sent to the miners :

STATE OF OHIO, OFFICE STATE BOARD OF ARBITRATION,

COLUMBUS, December 28, 1894.

MORGAN & TANDY, Cannelville, Ohio :

GENTLEMEN : I have the honor to hand you herewith the recommendation of the State Board of Arbitration, as to what should be done in the matter of the difference between your company and its employees.

I may add that it is the earnest wish of the Board that the recommendation be acceded to, as it is convinced such course will be best for all concerned.

Please indicate by mail as soon as practicable whether the recommendation will be complied with or not.

Very respectfully,

JOSEPH BISHOP, Secretary.

RECOMMENDATION.

In the matter of the difference between Morgan & Tandy, coal operators at Cannelville, Muskingum county, and their employees. This matter was heard at Cannelville, December 26, 1894, after due notice. Witnesses were examined, under oath, on behalf of the employers and also on behalf of the employees. All who desired to be heard were given an opportunity and were heard.

From the evidence submitted, we find :

The Morgan and Tandy mine is in what is known as vein No. 6, which lies below that known as No. 7. The former varies in thickness from 2½ to upwards of 4 feet. The latter ranges from 3 to 5 feet, the average being about 4 feet.

The mine in question was opened during the present year, and has been worked but a few months. The coal so far mined has shown a thickness of 4 feet and upwards, generally averaging about 4 feet 2 inches, although it has not uniformly been of that thickness. The same vein in other mines in the same neighborhood shows an average thickness of about 3½ feet, and occasionally, as in the Walnut Hill mine, rising to 4 feet.

The price prevailing for mining coal at these mines is that agreed on between the representatives of the United Mine Workers of America and the representatives of the coal operators of the country at Columbus, Ohio, in June last, and is set forth in the following resolutions adopted by them :

"Resolved, That we agree that the rates for mining 2,000 pounds of lump coal be as follows: Pittsburgh, thin vein, 60 cents; thick vein 56 cents; Hocking Valley, 60 cents; Indiana bituminous 60 cents; Indiana block, 70 cents; Streater, Ill., 62½ cents for summer, 70 cents for winter; Wilmington Ill., 77½ cents for summer and 85 cents for winter; La Salle and Spring Valley, 72½ for summer and 85 for winter; Other sections in the Illinois field at prices relative to the above. Coal in Pittsburgh district going east to tide water shall pay the same mining prices as that paid by the Pennsylvania Gas and Westmoreland Coal Company."

The miners claim that the "conditions" attaching to the scale of wages heretofore prevailing are still in force. These conditions are mentioned on page 11 of the pamphlet in evidence, entitled: "Constitution and By Laws of the United Mine Workers of America, District 6 of Ohio, with scale of rates for Ohio," in these words: "That the scale of prices paid in all parts of the state of Ohio from May 1, 1892, to May 1, 1893, shall be paid in the several districts of the state from May 1, 1893, to May 1, 1894, and the same conditions in the several districts in the several said state, prevailing from May 1, 1892, to May 1, 1893, shall continue from May 1, 1893, to May 1, 1894."

Both parties are willing to carry out the Columbus agreement. It is conceded by both that under that agreement 60 cents is the price for mining coal four feet thick and upwards, except and unless that figure is modified by the "conditions" attached to the scale of prices of 1893.

It is claimed by the miners that one of the conditions pertaining to these mines was, that there should be a differential of 10 cents per ton for mining coal in No. 6 vein over that paid for mining in No. 7. This is denied by the operators. They claim that while it is true that usually more has been paid for mining in No. 6 than in No. 7 vein, the difference is exclusively on account of the difference in the thickness of the veins.

The question is not one, therefore, for a change of the rate of mining, a reduction is not asked on the one hand, or an advance on the other. Both parties insist on the established rate, and the sole question, therefore, for us to determine is, what is the established rate for this mine?

It will be seen the question turns on the meaning of the word "conditions," considering these attach to the price fixed in 1894.

On careful consideration, we are constrained to the view that the miners are giving a meaning to the word "conditions," as used in the agreement of 1893, not

intended to be conveyed by it. There is nothing in the context of the agreement of 1893, as found in said pamphlet, nor in the resolution of 1894, to warrant their interpretation. The language fixing the price is broad and general in both.

In the resolution it is "That we agree that the rates for mining 2,000 pounds of lump coal be as follows: Hocking Valley, 60 cents. In the scale of prices of 1893, found on page 14 of the pamphlet, the language is, "Hocking Valley pick mining, per ton, 70 cents."

No. 6 and No. 7 veins were both being mined at the time of the agreement of 1893 and 1894.

With as much reason it might be claimed that No. 7 was exempted from the operation of the price fixed as that No. 6 was.

So far and up to this controversy, both were operated under the same general scale. It is true that 70 cents has been paid in No. 6 vein, but that, we think, is because this is the proper rate under the scale for that class of mining, the vein being under standard thickness.

In addition it may be added, the miners working at this mine understood the 60-cent rate was in force there, because the vein was of standard thickness, and that is what they received for mining there without question or complaint, up to the strike which occurred about October 26.

They were induced to demand 70 cents at the instance of miners working in other mines in the same vein where coal was less than four feet thick.

Before this, the claim had never been advanced that No. 6 vein was entitled to a differential of 10 cents a ton over No. 7, and it is worthy of note that this claim originated with those connected with rival mines. We must bear in mind, however, that the controversy we are called upon to reconcile, is one exclusively between Morgan & Tandy and their employees.

It is in evidence by them that so far as price is concerned they are and have been willing to work at 60 cents.

Again, the "conditions" named in the agreement of 1893, seem to us to be such as pertain to an entire mining district and not to a particular locality in a district, the language being "The same conditions in the several districts of the state, prevailing from May 1, 1892, to May 1, 1893, shall continue," etc.

There were five mining districts in the state designated at that time, namely: Hocking Valley, Coalton, Belmont, Wellston and Tuscarawas Valley, this mine being in the first named district.

Now, it is not pretended that this claim for a differential extends to vein No. 6 throughout the Hocking district. If we are correctly informed No. 6 vein reaches far above 4 feet in thickness in other parts of the district where the 60-cent rate prevails.

From every point of view we are impelled to the conclusion that the employees are mistaken in their claim, and that 60 cents is the established rate for mining coal of standard thickness in this mine.

Under the circumstances we recommend that they accept 60 cents per ton for mining at the rooms where the vein continues four feet thick and upwards. When it falls below that thickness they should be paid the price prevailing in other mines in that locality of like thickness.

We have not referred to the testimony touching the references of this controversy to others, for the reason that we regard it irrelevant as respects our duties under the statute.

Respectfully submitted,

SELWYN N. OWEN,
JOHN LITTLE,
JOSEPH BISHOP,
State Board of Arbitration.

COLUMBUS, O., December 28, 1894.

The recommendation of the Board was accepted by the Company and also by the miners as will appear from the following letters:

CANNELVILLE, OHIO, January 2, 1895.

MR. JOSEPH BISHOP, Columbus, Ohio:

DEAR SIR: I read the papers to the miners in Morgan and Tandy's employ and the recommendation of the State Board of Arbitration was unanimously accepted.

Yours respectfully,

J. F. HOLDSWORTH,

CANNELVILLE, OHIO, January 2, 1895.

To the State Board of Arbitration, Columbus, Ohio:

GENTLEMEN: Your recommendation as to what our company should do in the matter of the difference between us and our miners has been received.

In reply, we accept the recommendation and will be glad to carry out its provisions,

Yours respectfully,

MORGAN & TANDY,
By L. R. MORGAN.

GENERAL REMARKS.

While the number of cases the Board has acted upon during the year is not large, some of them involved large numbers of men, representing extensive interests, and were therefore far-reaching in their consequences and have furnished striking illustrations of the advantages of having a State Board ready at all times to act as occasion may require.

Instances could be cited, when through the agency of the Board, by mediation and conciliation, strikes and lockouts have been settled, threatened difficulties have been averted, and all questions amicably adjusted without the loss of time or the suspension of work.

It is reasonable therefore to believe that as employers and employees become better acquainted with the spirit and purpose of the law, and more familiar with the methods employed by the Board, that its services will be more frequently invoked in the settlement of industrial disputes.

The year 1894 has been remarkable for the number and extent of strikes and lockouts that have occurred throughout the country.

It seems strange indeed that men will engage in strikes in times like the present, when the general business is suffering and when there are plenty of men willing and anxious to work, as there are everywhere. Conditions and circumstances, such as exist at this time, offer but little, if any, hope of success to those on strike, and therefore it would appear wise and expedient for working men everywhere to endeavor to cultivate and maintain pleasant relations and trust to improved business conditions in the future to obtain more satisfactory terms of work.

If the strike along four or five thousand miles of the Great Northern railroad lines and the Lehigh Valley strike were a source of serious loss

to many individuals and communities, their proportions were small in comparison with the great strike of the bituminous coal miners of the country. Not all bituminous districts joined in the strike, but it has been estimated that not less than seven-eighths of the output of coal in the United States (excepting the anthracite mines, which were not affected) were summarily shut off by the great strike which involved almost 200,000 mine workers.

The strike not only affected all the coal operators and mine workers of Ohio, but extended to all other states producing bituminous coal and was therefore generally regarded as beyond the jurisdiction of the State Board.

During the progress of the contest, hundreds of manufacturing establishments were compelled to close, and thousands of workers in other lines of industry were thrown out of employment. Innocent women and children suffered the greatest hardship and privation, and disorder, lawlessness and violence prevailed to such an extent, that the aid of military in this and other states was necessary in order to preserve the peace and protect property.

Soon after the termination of the coal strike, the country was startled with the news of the great strikes at Pullman and Chicago, which were speedily followed by sympathetic strikes in many other places. During the progress of these movements the local civil authorities found it necessary to invoke the aid of the militia to preserve peace and order, and the federal government to employ its troops to protect the United States interests falling within federal cognizance.

While it is not desired to express any opinion as to the merits of these controversies, so far as they relate to other states, which, while they continued, attracted universal attention and commanded thoughtful consideration, one cannot close his eyes to the lessons they teach, or regard them with indifference.

In our own state, disorder attended labor troubles to such an extent that the authorities found it necessary to resort to military force to restore order and enable the people to engage in their usual work and business.

During the past twelve months, it has cost the state almost \$150,000 for military service on account of lawlessness, resulting from, or attending labor controversies; and after all, the military power does not always at least, remove the cause of the troubles, or prevent their recurrence.

It is reasonable, that if the state is required to call out troops at great expense on account of serious industrial contests, it has the right to exert its civil power to prevent them by proper attention a little earlier in the movement. Exactly this it seeks to do through arbitration.

At the end of all disturbances quelled by force, the attitude of employer and employed toward each other as a general rule is unchanged, and the question still remains: "How can we prevent their recurrence

and bring capital and labor into closer and more friendly relations with each other?"

The importance of our manufacturing, mining and other lines of industry affected by strikes and lockouts, demand that we should by every intelligent method, seek to prevent all such trouble, and to promote the prosperity and welfare of all concerned, whether employers or employees.

The application of the principle of arbitration in the settlement of industrial questions, is not an unproved experiment. It has been in successful operation in Massachusetts for the past eight years, and in New York for a somewhat shorter period, and in each of these states, the results are highly satisfactory. Arbitration, in the states referred to, has proven its wisdom and practicability, and has constantly grown in favor with employer and employed. Its advantages and benefits are not argued from any abstract point of view, but from actual results.

In this connection, attention is invited to the following extract taken from a recent report of the Massachusetts State Board of Arbitration.

"The work of this Board during the year, in settling through conciliation and arbitration, disputes arising between employers and employees, has been attended by success in a greater degree than in any year since the Board was established. This has been largely due to a better understanding with the law on the part of the public, and with the methods pursued by the Board, also to a growing sense of the wasteful inutility of strikes and lockouts.

"In three great states of the union, during the past year, it has been found necessary, by reason of strikes and lockouts, to invoke the aid of military force in order to preserve peace and enable law-abiding citizens to pursue their callings, or to travel in their accustomed way. We, of course, can have nothing to say of the merits or demerits of the controversies, which, while they lasted, were watched with anxiety by the people of the whole country.

"A recurrence at frequent intervals of disturbances like those here referred to, cannot be contemplated with equanimity under any form of government by the people, and as one consequence of the interest excited by these events the Board has received an increasing number of communications from public libraries, colleges, men prominent in official life, and leading representatives of working men in other states, seeking information concerning our law and its practical results.

"Methods of arbitration and conciliation have long been in use to some extent in a few of the countries of Europe, but the application of these methods through a state tribunal or commission, is thus far peculiar to this country, and if we may believe the testimony which has come to us from outside the state, has met with the most tangible success here in Massachusetts.

"It is not sought to exaggerate what has been accomplished here, but there can be no doubt that our commonwealth was wisely prompt to recognize the fact, troublesome and disagreeable as it is to many persons, that the relations of corporations and other employers of labor to their employees under modern complex conditions of trade and competition, are of such a nature that a slight derangement of one part of the machinery often threatens great mischief to extensive and valuable property rights, as well as loss of earnings to large numbers of working men and working women.

"The employment of militia in other states has shown that, by its aid, peace can be preserved and the laws enforced, but it is equally clear that this method of deal-

ing with large bodies of discontented men and women, who have no means of earning a living, has no tendency to settle on any permanent or rational basis the relations of employers to the wage earners.

"A permanent State Board of Arbitration, ready to act on the shortest notice, as the mutual friend and adviser of all parties, it is, and of itself an argument to refrain from violence and an invitation to employ reason and conciliation instead of threats and force.

"In the last seven years, the lifetime of this Board, although strikes and lockouts too many of them have occurred every year, in no case, we believe, has it been necessary for keeping the peace to reinforce the municipal police by the action of the militia."

The following is taken from the report of the State Board of Mediation and Arbitration of New York:

"The State Board of Mediation and Arbitration has to report a marked diminution in the number of strikes and lockouts, as compared with previous years, as well as a change for the better in the character, duration and consequences of such labor disturbances as have occurred.

"This favorable exhibit is largely attributable to two causes: Firstly, to the general acceptance of arbitration in one form or another, as enforcing the true principle of settlement of disputes, especially in productive industries, where the interests of capital and labor are mutual, and secondly: To the power of investigation vested in the Board which has been exercised whenever circumstances seemed to warrant, and which has had the moral effect of deterring parties from making undue exactions, or imposing unjust conditions with the possibility or probability before them of an official inquiry which would bring out all the facts on both sides, and lay them before the legislature, not only but through the medium of the press, before the public also for judgment.

"Experience has shown in the relations of employers to employees, as well as in the affairs of the people and their public servants publicity is a great corrective.

"The constant effort of the Board has been through a wide distribution of its reports among those whom they may concern and by other available means, to impress the lessons of arbitration and infuse a spirit of compromise, and induce settlements by local boards, or by direct negotiations between the parties in interest free from outside intervention. The tendency and growth in this direction has been most encouraging.

"The very existence of a State Board ever ready to entertain appeals from whatever quarter they may come, is of itself a reminder of the excellence of peaceful methods in comparison with strikes, and thus employers and employed are compelled, as it were, to choose their positions more carefully, to be more reasonable in their demands, and more ready to make concessions for the purpose of meeting and proceeding together on common ground for their mutual advantage.

"Whatever influence this board has been able to exert has been thrown in this direction, and without doubt settlements are more readily arrived at by the parties themselves because of its existence, as a possible board of appeal, easy of access and actuated by the single purpose of doing justice between man and man."

The success of the State Boards of Arbitration of New York and Massachusetts illustrates what can be done not only to avert threatened strikes and lockouts, but also to settle those that actually exist, when both parties not only desire to settle their disputes but are willing and ready to make concessions to that end. The limited experience of this Board confirms this view of the subject.

No laborer, no employer, no union of laborers, and no combination of employers, should say in the face of disturbing differences, that it is nobody's business how they settle their disputes, or that "there is nothing to arbitrate." The stirring events of the past year disparage such a position. They at least, furnish food for reflection for those who think the best way to settle labor differences, is to quit work or close up business altogether.

Many of the men who left their situations during the excitement of the recent labor movements, are still idle and their families in want, and many of the establishments which closed their business rather than entertain suggestions of adjustment have been unable to resume operations.

The meeting together in a conciliatory spirit of the representatives of both capital and labor, is the surest and best method yet discovered of preventing great loss and injury, not only to themselves, but to the general public, and the highest social and Christian duty demands that such methods of conciliation be sought and employed, or that the matters in dispute be referred to third parties for arbitration, if in any way possible to do so.

It is always a source of satisfaction when these destructive contests are ended, but just at this time when labor generally is suffering on account of insufficient employment it is hoped the ranks of the unemployed will not be swelled by the inability of employers and employees to govern themselves by reason.

Differences arise which are permitted to become disputes, and finally lead to a strike or lockout which almost invariably ends in one or both parties making concessions in order to settle the controversy.

Would it not be good policy, wise and humane, for both the men who have the money, and the men who work for it, to make the concessions when the difference is first presented, or, at least, before a strike or lockout is inaugurated, and thus save themselves and the community from the disastrous consequences that so frequently attend these movements?

The Board has been considerably embarrassed in its efforts to conciliate and arbitrate differences, during the year, on account of the extreme positions assumed by some of the representatives of labor unions who endeavor to prevent their members from working with nonunion men. Besides this, it has experienced considerable difficulty in dealing with employers who refuse to employ union men. These extreme positions do not, and cannot, promote the interest of either party, but tend to provoke hostility and increase the dangers of strikes and lockouts, rather than diminish them.

The right to form "lawful labor organizations" is guaranteed to working men and working women by the law of our state. The act of the General Assembly, passed April 14, 1892, "To protect employees and guarantee their right to belong to labor organizations" provides:

"That it shall be unlawful for any individual, or member of any firm, or agent officer, or employee of any company or corporation to prevent employees from form-

ing, joining and belonging to any lawful labor organization, and any such individual, member, agent, officer, or employee that coerces, or attempts to coerce, employees by discharging or threatening to discharge from their employ or the employ of any firm, company or corporation because of their connection with such lawful labor organization, shall be guilty of a misdemeanor, and upon conviction thereof in any court or competent jurisdiction, shall be fined in any sum not exceeding one hundred dollars, or imprisonment for not more than six months, or both in the discretion of the court."

To discharge employees because they belong to a labor union, or to refuse employment to others on account of their connection with such labor organization, is, aside from questions of legality, not good policy. It is believed to be neither wise nor just. Such a course will not do away with trade or labor unions, and will not relieve employers from recognizing and treating with their committees or other representatives. Labor organizations are here, manifestly to remain. Is it best, therefore, to treat them as enemies or friends?

By reference to the statement of cases the Board has acted upon during the eighteen months that have elapsed since its organization, it will be seen that labor people generally are friendly to the law authorizing arbitration, and have invoked it in the settlement of differences much more frequently than employers. It is pleasing, however, to note that many employers have shown the same commendable spirit in dealing with their employees and encourage any movement or influence that promises relief from strikes or lockouts.

When either party to a controversy applies for arbitration, either to the state or a local board, it would be better for the opposite party to unite in the application and lend their aid to the work in order that the investigation may be full and complete, and the conclusions arrived at fair and just to all concerned.

To the most casual observer it is apparent that a general feeling of unrest and discontent prevails. No matter from what cause, wide spread dissatisfaction, privation and suffering exists in many of our manufacturing, mining and other industrial communities.

It is, therefore, important that suitable provision be made for the Board, that it may exert all its powers to prevent resulting conflicts, disastrous alike to those directly involved and to the communities in which they live.

The Board has been hampered somewhat during the latter part of the year by reason of the lack of funds to execute the law. If the Board is to accomplish the purpose of the law, ample provision should be made for it.

The interest involved in a controversy between capital and labor, the importance of prompt action and (if possible) immediate settlement of all differences, the resumption of work, the restoration of harmony between employers and employees, demand that, instead of being meager,

the appropriation for the board should be sufficient to permit the full exercise of all duties imposed upon it by the statute.

I accompany this report with the conclusions and recommendations of the United States Strike Commission, submitted to the President as a part of its report on the Chicago strike, during the summer of 1894.

Respectfully submitted,

JOS. BISHOP, Secretary.

Conclusions and Recommendations.

The commission has tried to find the drift of public opinion as to strikes, boycotts, and labor disputes upon railroads, and to find their remedy. The invitation freely extended in this direction has brought before the commission many expressions of views, orally and by written communications. A condensation of these latter is presented with this report. In reaching its conclusions the commission has endeavored, after careful consideration, to give due weight to the many suggestions and arguments presented. It is encouraging to find general concurrence, even among labor leaders, in condemning strikes, boycotts, and lockouts as barbarisms unfit for the intelligence of this age, and as, economically considered, very injurious and destructive forces. Whether won or lost is broadly immaterial. They are war—internecine war—and call for progress to a higher plane of education and intelligence in adjusting the relations of capital and labor. These barbarisms waste the products of both capital and labor, defy law and order, disturb society, intimidate capital, convert industrial paths where there ought to be plenty into highways of poverty and crime, bear as their fruit the arrogant flush of victory and the humiliating sting of defeat, and lead to preparations for greater and more destructive conflicts. Since nations have grown to the wisdom of avoiding disputes by conciliation, and even of settling them by arbitration, why should capital and labor in their dependence upon each other persist in cutting each other's throats as a settlement of differences? Official reports show that much progress has been made in the more sane direction of conciliation and arbitration even in America. Abroad they are in advance of us in this policy. Were our population as dense and opportunities as limited as abroad, present industrial conditions would keep us much more disturbed than we now are by contests between capital and labor.

In England, prior to 1824, it was conspiracy and felony for labor to unite for purposes now regarded there by all classes as desirable for the safety of the government, of capital, and for the protection of the rights of labor. All industrial labor is there, as a rule, covered by unions trained to greater conservatism through many disastrous conflicts under harsh conditions and surroundings. Capital abroad prefers to deal

with these unions rather than with individuals or mobs, and from their joint efforts in good faith at conciliation and arbitration much good and many peaceful days have resulted. In fifteen of our states arbitration in various forms is now provided by law; the United States and eleven states have sanctioned labor organizations by statute. Some of our courts, however, are still poring over the law reports of antiquity in order to construe conspiracy out of labor unions. We also have employers who obstruct progress by perverting and misapplying the law of supply and demand, and who, while insisting upon individualism for workmen, demand that they shall be let alone to combine as they please and that society and all its forces shall protect them in their resulting contentions.

The general sentiment of employers, shared in by some of the most prominent railroad representatives we have heard, is now favorable to organization among employees. It results in a clearer presentation and calmer discussion of differences, instils mutual respect and forbearance, brings out the essentials, and eliminates misunderstandings and immaterial matters. To an ordinary observer, argument to sustain the justice and necessity of labor unions and unity of action by laborers is superfluous.

The rapid concentration of power and wealth, under stimulating legislative conditions, in persons, corporations, and monopolies has greatly changed the business and industrial situation. Our railroads were chartered upon the theory that their competition would amply protect shippers as to rates, etc., and employees as to wages and other conditions. Combination has largely destroyed this theory, and has seriously disturbed the natural working of the laws of supply and demand, which, in theory, are based upon competition for labor between those who "demand" it as well as among those who supply it. The interstate commerce act and railroad commission legislation in over thirty states are simply efforts of the people to free themselves from the results of this destruction of competition by combination. Labor is likewise affected by this progressive combination. While competition among railroad employers of labor is gradually disappearing, competition among those who supply labor goes on with increasing severity. For instance, as we have shown, there is no longer any competitive demand among the twenty-four railroads at Chicago for switchmen. They have ceased competing with each other; they are no longer twenty-four separate and competing employers; they are virtually one. To be sure, this combination has not covered the whole field of labor supply as yet, but it is constantly advancing in that direction. Competition for switchmen's labor still continues with outside employers, among whom, again, we find a like tendency to eliminate competitive demand for labor by similar combination. In view of this progressive perversion of the laws of supply and demand by capital and changed conditions, no man

can well deny the right nor dispute the wisdom of unity for legislative and protective purposes among those who supply labor.

However men may differ about the propriety and legality of labor unions, we must all recognize the fact that we have them with us to stay and to grow more numerous and powerful. Is it not wise to fully recognize them by law ; to admit their necessity as labor guides and protectors, to conserve their usefulness, increase their responsibility, and to prevent their follies and aggressions by conferring upon them the privileges enjoyed by corporations, with like proper restrictions and regulations? The growth of corporate power and wealth has been the marvel of the past fifty years. Corporations have undoubtedly benefited the country and brought its resources to our doors. It will not be surprising if the marvel of the next fifty years be the advancement of labor to a position of like power and responsibility. We have heretofore encouraged the one and comparatively neglected the other. Does not wisdom demand that each be encouraged to prosper legitimately and to grow into harmonious relations of equal standing and responsibility before the law? This involves nothing hostile to the true interests and rights of either.

A broad range of remedies is presented to the commission as to the best means of adjusting these controversies, such as government control or ownership of railroads ; compulsory arbitration ; licensing of employees ; the single tax theory ; restriction of immigration and exclusion of pauper labor ; protection of American industries ; monetary legislation ; suppression of trusts and combinations ; written contracts requiring due notice of discharge by employers and of leaving service by employees ; United States labor commission to investigate and fix hours of labor, rates of wages, etc. ; a fixed labor unit ; authority to courts to settle these questions ; insurance departments and pensioning of employees ; fixing hours of labor and minimum rates of wages by statute ; change in law of liability of master to servant ; and various suggestions for relief, outside of any legislative action, through educational methods tending to the inculcation of mutual forbearance and just consideration of each other's rights in the premises.

The commission deems recommendations of specific remedies premature. Such a problem, for instance, as universal government ownership of railroads is too vast, many-sided, and far away, if attempted, to be considered as an immediate, practical remedy. It belongs to the socialistic group of public questions where government ownership is advocated of monopolies, such as telegraphs, telephones, express companies, and municipal ownership of water-works, gas and electric lighting, and street railways. These questions are pressing more urgently as time goes on. They need to be well studied and considered in every aspect by all citizens. Should continued combinations and consolidations result in half a dozen or less ownerships of our railroads within

a few years, as is by no means unlikely, the question of government ownership will be forced to the front, and we need to be ready to dispose of it intelligently. As combination goes on there will certainly at least have to be greater government regulation and control of quasi-public corporations than we have now.

Whenever a nation or a state finds itself in such relation to a railroad that its investments therein must be either lost or protected by ownership, would it not be wise that the road be taken and the experiment be tried as an object lesson in government ownership? The Massachusetts Railroad Commission, which is noted for its eminent services as a conservative pioneer in the direction of government control of railroads through the force of public opinion, for several years urged that the experiment of state ownership be tried with the Fitchburg system, because of the large state investment in the Hoosac tunnel. We need to fear everything revolutionary and wrong, but we need fear nothing that any nation can successfully attempt in directions made necessary by changed economic or industrial conditions. Other nations under their conditions own and operate telegraphs and railroads with varying results. Whether it is practicable for this nation to do so successfully when it becomes necessary to save an investment or when the people determine it shall be done, is an open and serious question which cannot be answered fully except by actual experiment.

We ought now to inaugurate a permanent system of investigation into the relations between railroads and employees in order to prepare to deal with them intelligently, and that we may conservatively adopt such remedies as are sustained by public opinion for defects or wrongs that may from time to time appear. In the long contest between shippers and railroads penal and specific legislation proved inadequate. The lessons of this period of legislation need to be well remembered by labor. Hasty, revengeful, and retaliatory legislation injures every interest, benefits nobody, and cannot long be enforced.

The question of the right of Congress to legislate in regard to the conditions of employment and service upon railroads engaged in interstate commerce is a most important one, and the right seems by analogy to exist. Similar power as to rates, discriminations, poolings, etc., has been exercised in the act to regulate commerce, and has been sustained by the courts. The position of railroads as quasi-public corporations subjects them and their employees to this power, and imposes its exercise upon congress as a duty, whenever necessary for the protection of the people. The question of what shall be done is therefore one of expediency and not of power. When railroads acted as judge and jury in passing upon the complaints of shippers, the people demanded and congress granted a government tribunal where shippers and railroads could meet on equal terms and have the law adjust their differences. In view of the Chicago strike and its suggested dangers, the people have the

same right to provide a government commission to investigate and report upon differences between railroads and their employees, to the end that interstate commerce and public order may be less disturbed by strikes and boycotts. Public opinion, enlightened by the hearings before such a commission, will do much toward settling many difficulties without strikes, and in strikes will intelligently sustain the side of right and justice and often compel reasonable adjustments. Experience, however, has taught that public opinion is not alone powerful enough to control railroads. Hence power to review and enforce the just and lawful decisions of the commission against railroads ought to be vested in the United States courts. There can be no valid objection to this when we bear in mind that we are now dealing simply with *quasi* public corporations and not with either individuals or private corporations. What is safe and proper as to the former might be unsafe and unjust for the latter. That which is done under the act to regulate commerce as to rates, can safely and ought properly to be done as to railroad wages, etc., by a commission and the courts.

Some stability and time for conciliation and amicable adjustment of disputes can also be secured by providing that labor unions shall not strike pending hearings which they seek; and that railroads shall not discharge men except for cause during hearings, and for a reasonable time thereafter. A provision may well be added requiring employees during the same period to give thirty days' notice of quitting and forbidding their unions from ordering or advising otherwise.

Many assert with force that no law can be justly devised to compel employers and employees to accept the decisions of tribunals in wage disputes. It is insisted that while the employer can readily be made to pay under an arbitration decision, more than is or than he thinks is right, the employee cannot practically be made to work. He can quit, or at least force his discharge, when the decision gives him less than he demands. Hence nothing reciprocal can be devised, and without that element it is urged that nothing just can be enacted of a compulsory nature. This may be true in general industries, but it has less weight as between railroads and their labor. Railroads have not the inherent rights of employers engaged in private business; they are creatures of the state, whose rights are conferred upon them for public purposes, and hence, the right and duty of government to compel them to do in every respect what public interest demands, are clear and free from embarrassment. It is certainly for the public interest that railroads shall not abandon transportation because of labor disputes, and, therefore, it is the duty of the government to have them accept the decision of its tribunals, even though complete reciprocal obligations cannot be imposed upon labor. The absence of such reciprocal obligations would rarely affect railroads unjustly, if we regard the question in a practical light.

Railroad employment is attractive and is sought for. There has never been a time in the history of railroads when men did not stand ready to fill a labor vacancy at the wages fixed by the roads. The number is constantly increasing. If railroads can thus always get the men that they need at what they offer, is there any doubt that the supply will be ample at any rates fixed by a commission and the courts? A provision as to notice of quitting, after a decision, would be ample to enable railroads to fill vacancies caused in their labor departments by dissatisfaction with decisions. To go further, under present conditions, at least, in coercing employees to obey tribunals in selling their labor would be a dangerous encroachment upon the inherent, inalienable right to work or quit, as they please.

When railroad employees secure greater certainty of their positions and of the right to promotion, compensation for injury, etc., it will be time enough to consider such strict regulation for them as we can now justly apply to railroads, whose rights are protected by laws and guarded by all the advantages of greater resources and more concentrated control.

In solving these questions, corporations seldom aid the efforts of the people or their legislators. Fear of change and the threatened loss of some power invariably make them obstructionists. They do not desire to be dealt with by any legislation; they simply want to be let alone, confident in their ability to protect themselves. Whatever is right to be done by statutes must be done by the people for their own protection, and to meet the just demand that railroad labor shall have public and impartial hearing of all grievances.

The commission does not pretend to present a specific solution of these questions. Its effort is simply to present the facts; to point out that the relations of capital and labor are so disturbed as to urgently demand the attention of all thinking and patriotic citizens; to suggest a line of search for practical remedial legislation which may be followed with safety, and, finally, to urge and invite labor and railroads to hearty cooperation with the government and the people in efforts to substitute law and reason in labor disputes for the dangers, sufferings, uncertainties, and wide-spread calamities incident to strikes, boycotts, and lockouts.

To secure prompt and efficient data for the formation of correct public sentiment in accordance with this line of thought, the commission contends that law should make it obligatory upon some public tribunal promptly to intervene by means of investigation and conciliation, and to report whenever a difficulty of the character of that occurring during the past season at Chicago arises. This intervention should be provided for, first, when the tribunal is called upon to interfere by both of the parties involved; second, when called upon by either of the parties, and, third, when in its own judgment it sees fit to intervene. The proper tribunal should have the right, in other words, to set itself in motion, and rapidly,

too, whenever in its judgment the public is sustaining serious inconvenience. If the public can only be educated out of the belief that force is and must always remain the basis of the settlement of every industrial controversy the problem becomes simplified. A tribunal, however, should not intervene in mere quarrels between employer and employed, unless the public peace or convenience is involved; but where it is a clear case of public obstruction, whether caused by individuals or by a corporation, a tribunal should not wait until called on by outside agencies to act. All parties concerned should be notified that the tribunal proposes, upon a certain day—and the earlier the day the better—to be at a given place, there to look into the cause of the trouble, to adjust the difficulties by conciliation, if possible, and, in the event of failure, to fix the responsibility for the same. Proceeding in this way the report of such a commission would cause public opinion promptly to settle the question, or, at least, to fix the responsibility where it belonged, and to render successful opposition to the conclusions reached an improbability. To carry out this idea involves no complicated legislation.

As authorized by statute, the commission has decided upon certain recommendations and certain suggestions, growing out of its study of the Chicago strike and boycott. These recommendations and suggestions are upon three lines; First, for congressional action; second, for state action; and third, for the action of corporations and labor organizations. It readily sees the impropriety to a certain extent of making any recommendation for state action, yet feels it a duty, as a result of its investigations, to make such suggestions as will enable citizens interested in state legislation to benefit by its experience, and also to make such suggestions to corporations and labor organizations as shall tend to harmonize some of the existing difficulties. The commission therefore recommends:

I.

(1) That there be a permanent United States strike commission of three members, with duties and powers of investigation and recommendation as to disputes between railroads and their employees similar to those vested in the Interstate Commerce Commission as to rates, etc.

a. That, as in the interstate commerce act, power be given to the United States courts to compel railroads to obey the decisions of the commission, after summary hearing unattended by technicalities, and that no delays in obeying the decisions of the commission be allowed pending appeals.

b. That, whenever the parties to a controversy in a matter within the jurisdiction of the commission are one or more railroads upon one side and one or more national trade unions, incorporated under chapter 567 of the United States statutes of 1885-'86, or under state statutes, upon

the other, each side shall have the right to select a representative, who shall be appointed by the president to serve as a temporary member of the commission in hearing, adjusting, and determining that particular controversy.

(This provision would make it for the interest of labor organizations to incorporate under the law and to make the commission a practical board of conciliation. It would also tend to create confidence in the commission, and to give to that body in every hearing the benefit of practical knowledge of the situation upon both sides.

c. That, during the pendency of a proceeding before the commission inaugurated by national trade unions, or by an incorporation of employees, it shall not be lawful for the railroads to discharge employees belonging thereto except for inefficiency, violation of law, or neglect of duty; nor for such unions or incorporation during such pendency to order, unite in, aid, or abet strikes or boycotts against the railroads complained of; nor, for a period of six months after a decision, for such railroads to discharge any such employees in whose places others shall be employed, except for the causes aforesaid; nor for any such employees, during a like period, to quit the service without giving thirty days' written notice of intention to do so, nor for any such union or incorporation to order, counsel, or advise otherwise.

(2) That chapter 567 of the United States statutes of 1885-'86 be amended so as to require national trades unions to provide in their articles of incorporation, and in their constitutions, rules, and by-laws that a member shall cease to be such and forfeit all rights and privileges conferred on him by law as such by participating in or by instigating force or violence against persons or property during strikes or boycotts, or by seeking to prevent others from working through violence, threats, or intimidations; also, that members shall be no more personally liable for corporate acts than are stockholders in corporations.

(3) The commission does not feel warranted, with the study it has been able to give to the subject, to recommend positively the establishment of a license system by which all the higher employees or others of railroads engaged in interstate commerce should be licensed after due and proper examination, but it would recommend, and most urgently, that this subject be carefully and fully considered by the proper committee of Congress. Many railroad employees and some railroad officials examined and many others who have filed their suggestions in writing with the commission are in favor of some such system. It involves too many complications, however, for the commission to decide upon the exact plan, if any, which should be adopted.

II.

(1) The commission would suggest the consideration by the states of the adoption of some system of conciliation and arbitration like that,

for instance, in use in the commonwealth of Massachusetts. That system might be reenforced by additional provisions giving the Board of Arbitration more power to investigate all strikes, whether requested so to do or not, and the question might be considered as to giving labor organizations a standing before the law, as heretofore suggested for national trade unions.

(2) Contracts requiring men to agree not to join labor organizations or to leave them, as conditions of employment, should be made illegal, as is already done in some of our states.

III.

(1) The commission urges employers to recognize labor organizations; that such organizations be dealt with through representatives, with special reference to conciliation and arbitration when difficulties are threatened or arise. It is satisfied that employers should come in closer touch with labor and should recognize that, while the interests of labor and capital are not identical, they are reciprocal.

(2) The commission is satisfied that if employers everywhere will endeavor to act in concert with labor; that if when wages can be raised under economic conditions they be raised voluntarily, and that if when there are reductions reasons be given for the reduction, much friction can be avoided. It is also satisfied that if employers will consider employees as thoroughly essential to industrial success as capital, and thus take labor into consultation at proper times, much of the severity of strikes can be tempered and their number reduced.

COLUMBUS, December 31, 1895.

To His Excellency, WILLIAM MCKINLEY, Governor of Ohio:

SIR: We have the honor to submit to you and through you to the General Assembly the report of the State Board of Arbitration for the year 1895.

Very respectfully,

SELWYN N. OWEN,
JOHN LITTLE,
JOSEPH BISHOP,
State Board of Arbitration.

Annual Report.

To the Governor and Legislature :

" The actual workings of the Board " during the year now ended are for the most part detailed by the report of the Secretary herewith presented.

The suggestions as to legislation in our last report are renewed.

The Arbitration Act as to some important features, is involved in its phraesology, and its meaning is not, on this account always readily apprehended, even by those skilled in the application of statutes. As it concerns largely laboring people not so skilled, we respectfully suggest that the act might be revised and simplified to good purpose.

There have been instances where state arbitrators have carried their work into adjoining states, with good results, as in cases of railroad strikes on inter-state lines. Of course, official cognizance in such cases stops at the state line and friendly offices only could go beyond.

A suitable statutory permission for members of the Board to extend such friendly offices to localities beyond the state to which a strike or lockout partly in the state extends, would in our opinion be well.

A member of this Board, not however, in his official capacity, was recently designated as arbitrator of the coal operators and miners of Ohio, to settle a question of fact between them, about which they could not agree, and on the decision of which depended, in a measure the amount to be paid for mining in the state, for a period of three months. A decision was promptly reached which has been carried out by the parties. This incident is referred to, by way of suggesting that it might be well to extend the present law so as to authorize either one or two members of the Board to act officially in the settlement of any question or controversy, involving twenty-five or more employees when both parties so desire, and in such case to have the authority of the Board conferred on him or them as to procuring evidence. In the case referred to, the parties themselves produced the testimony on which the arbitrator acted. Had they not been able to procure it, he would have been powerless to require its production, and a settlement by that means would probably have been prevented.

There have been numerous applications of an informal and indefinite character to the Board for its intercession in labor troubles, not reported by the secretary, because not found to fall properly within its cognizance, and yet which necessarily occupied much of his time and considerable of that of the other members of the Board.

The Board has been much hampered for lack of means. It is quite out of the question to estimate in advance what will be required in any year. The office expenses, including the pay of the secretary, whose time is substantially all taken up with his duties, will be about \$2,000 per annum. Beyond that, what will be needed, depends on what strikes or lockouts occur, and how long they continue. It frequently involves considerable outlay to settle or deal with a strike. It may be necessary to visit labor organizations scattered over large districts of territory, accessible only by private conveyance, and to go considerable distance to meet employers. Occasionally it becomes necessary to employ messengers, etc., etc.

There should be an ample amount set aside for use of the Board. If not required, it will not be used. If required, it is the poorest economy to withhold it.

The Secretary of the Board is well nigh constantly engaged with his official duties. No provision has been made by the General Assembly for an office for him. This is much needed and should be supplied with suitable office equipments.

A committee room belonging to the House of Representatives has been allowed him during the recesses of the legislature, but it is out of the way and inadequate for the work of the Board. An office so closely connected with the labor and industrial interests of the state as that of the State Board of Arbitration is coming to be, and ought to be, should be made easily accessible and should be suitably appointed.

The 16th section of the Arbitration Act requires the State Board to make yearly reports to the Governor and Legislature containing "such statements, facts and explanations, as will disclose the actual workings of the Board, and such suggestions as to legislation as may seem to the members of the Board, conducive to the friendly relations of, and to the speedy and satisfactory adjustments of disputes between employers and employees." Two such reports have been filed with the Governor hitherto, but not published for want of appropriations for the purpose. It is next to useless to require reports of this character to be made only to be filed in the archives unread. Suitable provision should be made for their publication or the Board relieved of the useless labor of their preparation.

A misconception of the scope and purposes of arbitration and a disregard of the duties of good citizenship, have occasionally led to discourteous, disrespectful, and even hostile treatment of a member and officer of the Board engaged strictly in the line of his duties under the law.

Where a strike or lockout of the character contemplated by law, is brought to the knowledge of the Board, by any means whatever, it is *required* "to put itself in communication, as soon as may be" with the employer and his employees, for the purpose of effecting a settlement. This is usually done by the Secretary, under the rules of the Board duly approved by the Governor, first visiting the locality of the disturbance to learn of the parties themselves the nature and extent of their differences, etc.

On such an occasion recently, the Secretary, on going to see an employer operating a large plant and employing hundreds of men, then on a strike, was roughly told, on making himself and the object of his visit known, that it was none of his business what the trouble was; that he was meddling with other people's affairs; that he had not been sent for and was not wanted; that he, (the employer) neither recognized the Arbitration Law nor the State Board, and would settle the trouble with his men in his own way regardless of them. The state must and will protect life, limb, liberty and property and preserve the public peace at any cost. This duty is primary and fundamental, and its full performance can ever be relied upon. But good citizenship requires, and it is the duty of the state to exact, from the citizen in return, respectful treatment and consideration of its agents and agencies established by law to promote the peace, good order and welfare of the community. It is not for the citizen to determine what these agents or agencies shall be, or whether appropriate, but for the Legislature. When duly established his duty requires him at least to accord them respectful treatment. Resistance and obstruction are beyond his province, and when resorted to, should be adequately met.

It would be well for the General Assembly to consider whether such conduct as that referred to, ought not to be punishable, as in its nature and essence obstructing a public officer in the line of his duty. It might be well also to make the duty of investigating the cause or causes of disturbance in such cases, and in cases where arbitration is, after the recommendation of the Board refused, obligatory. In this case compulsory disclosure, under process, by the person referred to was prevented by lack of funds to conduct an investigation before the Board.

While the members of the Board are keenly conscious of the futility of their labors in some cases, and of disappointments and dissatisfaction attending them in others, yet they have, they hope, a pardonable satisfaction in knowing that considerably more than half the cases, and in all the more important ones, with which they have had to deal, amicable adjustments of labor disputes have followed their intervention; and that, in no instance of a strike or lock out confined to this state since the organization of the Board, has it become necessary, be it said to the great credit of the contestants, to invoke the aid of the civil authorities to maintain the peace and preserve public order. We should be glad did our

experience lead us to believe that such would continue to be the case ; but the near approach to a condition requiring the services of the militia in a couple of instances forbids the expression of strong confidence in this respect. We may say in this connection that we are glad to note the growth of sentiment among both employers and employees in favor of the peaceable settlement of labor troubles within themselves. They are fast finding out that in every labor controversy, there is always a reasonable way of adjustment, which the parties concerned, by intelligence, patience and forbearance, can find out.

Reports of Cases.

WIRE-DRAWERS, SALEM AND FINDLAY.

About the 15th of January, 1895, the Board learned through the public press of a strike of wire-drawers employed by the Salem Wire Nail Co. at Salem, and in pursuance of section 13 of the Arbitration Act, put itself in communication with the parties by visiting the locality, although neither party to the controversy had requested the services of the Board. The Board invited the company and the men to a friendly conference with a view of adjusting their differences, which was promptly agreed to by both parties.

The company claimed that depression in business and competition in trade compelled them to reduce wages about 20 per cent. or change their system or method of work. On the other hand, the men claimed the company signed the scale of prices for one year, and that the agreement was still in force and would not expire until June, 1895. Therefore, they refused the terms presented by the company. Hence the strike.

The company owned and operated a wire nail works in Findlay, where they had a similar trouble with their hands. It was thought best, therefore, for the men of both mills to join in the conference with the company and the Board. The representative of the Board visited Findlay in order to secure the co-operation of the men at that place. They, however, were undecided, and were apparently unwilling to enter into a conference, being firmly of the opinion that the company should carry out the scale of prices agreed upon.

The Board urged both parties to come together, but without avail at that time. It continued its efforts to conciliate matters until January 25th, when a conference of the company and wire-drawers, and the officers of their union, was held at Findlay. Mutual concessions were made, which resulted in a satisfactory settlement of the dispute, and the men returned to work.

KELLY COAL COMPANY, PORTLAND.

On February 9, 1895, Mr. Edmund Thomas, Vice-President of the United Mine Workers of the State, called at the office of the Board and

reported that the miners at the Kelly Coal Works were on a strike and requested the services of the Board in effecting a settlement.

The Secretary visited Portland and found the works in operation. The company stated that they had as many men as their business required at that time. They also claimed that they were paying the district price, and were not aware of any difficulty or difference between them and their employees.

On the other hand, the officers of the local union claimed the company had discharged, without sufficient cause, a number of their old hands, particularly those who had been active in the affairs of the union. They further stated the company required them to trade at the company store, where they were charged exorbitant prices for merchandise.

The representative of the Board was informed that most of the men had returned to work on the company's terms and they did not, therefore, feel warranted in bringing the matter before the Board for investigation. The men were willing, however, to meet the company in conference with the Board, but as the company did not recognize the discharged men as their employees, and having all the miners they desired, they declined such conference.

A majority of the men having returned to work, the reported strike was regarded as being at an end and no further steps were taken by the Board in the matter.

COAT MAKERS, CINCINNATI.

About the 1st of April, 1895, a committee representing the Coat Makers' Protective Association sent the following communication to the Association of Clothing Manufacturers :

CINCINNATI, OHIO, March 30, 1895.

To the Wholesale Clothing Dealers of Cincinnati, Ohio :

We, the undersigned committee of the Coat Makers' Protective Association of Cincinnati and vicinity, respectfully represent that by resolution duly passed in convention on March 30, 1895, we, as a committee, were constituted and instructed to inform you that the coat makers of this city and vicinity are dissatisfied with the prices that have been paid during the past year for the manufacture of coats, and that such will not be acceptable for the winter goods of 1895

We, therefore, beg to represent to you that we shall expect you to meet our request for an increase in prices for the manufacture of coats, which shall be 35 per cent. over and above the present, and we further urge you to make us an answer in the premises not later than April 5, 1895.

Respectfully,

COMMITTEE.

To the foregoing communication, the manufacturers submitted the following reply :

CINCINNATI, April 2, 1895.

Committee Coat Makers' Protective Association :

Your communication of March 30th received. The Clothing Manufacturers' Association has no right under its constitution to make arrangements regulating

any details of the manufacturing departments of its members. If any of the members of your Association have grievances in regard to prices paid for making garments, we feel confident that the respective firms if appealed to personally will do every one full justice.

We regret that we cannot officially consider the matter as contained in your communication.

Signed,

ABE BLOOM, Secretary.

Referring to the foregoing correspondence, the board of directors of the manufacturers' association urged its members to treat with their coat makers in a just and equitable spirit whenever called upon.

The reply of the manufacturers was not satisfactory to the men who at once declared a strike for an advance of thirty-five per cent.

The Board had not been officially notified of the strike but learned of it through the public press. And as required by the law put itself in communication with the parties and endeavored by mediation to effect a settlement.

Accordingly on April 11, the Secretary of the Board visited Cincinnati and was very cordially received by both parties. While no conference had been held by the parties to the controversy either before or after the beginning of the strike, the representative of both manufacturers and coat makers readily yielded to the request of the Board for such conference which was held on April 12th, and was commendable for the spirit of friendship and equity manifested by both sides.

Another conference was held on the following day, when the manufacturers declared their readiness to concede a fair and reasonable advance and urged the coat makers to call upon their respective firms and make arrangements satisfactory to themselves.

This was reported to the meeting of coat makers the same evening and rejected as they had previously declared in favor of a fixed scale of prices.

The representative of the Board continued to meet with both parties until April 17th, when the coat makers accepted the offer of the clothing manufacturers and returned to work. The Board was informed that the advance in wages or prices for making coats was satisfactory to all parties. The strike involved about four hundred boss tailors or contractors and almost ten thousand journeymen coat makers. It lasted eleven days, and the estimated loss in wages alone was over \$100,000.

In reply to inquiries from the Board touching the results of the settlement, the following letter was received.

CINCINNATI, OHIO, April 27, 1895.

MR. JOSEPH BISHOP, Secretary State Board of Arbitration, Columbus, Ohio:

DEAR SIR: Your esteemed favor of the 20th to hand, I am glad to inform you that the strike has been off since the 17th inst. and all coat makers went to work on the morning of the 17th.

The situation is a very good one. Our Clothing Manufacturers as you well know agreed to treat with their hands in a just and amicable manner and they have promptly fulfilled their promises. The advance has been from twenty to twenty-five per cent. and in some instances even larger. The strike has been declared off.

Your third question, "what are the terms of settlement" is answered above. Every thing is clear and the tailors are working to make up for lost time. The controversy has been settled in the most amicable manner and I can conscientiously say that your efforts have been greatly instrumental in bringing about the happy result.

If ever I believed in the wise law passed by the legislature for a State Board of Arbitration I do so now and am firmly convinced of it by the recent difficulty we had with our tailors. Your wise counsel has most beneficial results.

Hoping at some future day to meet you again, I remain with highest regards,

Very truly yours,

ABE BLOOM,

Secretary Clothing Manufacturers' Association.

WILLIAMS COAL WORKERS, MINERSVILLE, MEIGS COUNTY.

About the middle of March, the miners in the employ of John E. Williams went out on a strike against a reduction from two to one and three-fourth cents per bushel for mining coal. The wages question seems to have been adjusted to the satisfaction of the men when the company required them to load up the lump coal in separate cars from the nut coal and slack and posted certain rules to govern employees and works, and also refused to reinstate some of the old hands.

The men declined work on the above terms and continued the strike for the reinstatement of the discharged men. At this point the board intervened, though not officially called upon. Both parties agreed to a conference with it, but when the members appeared on the appointed day, the parties amicably agreed to a settlement and the strike was at an end.

The Board was assured by parties to the controversy that its interposition caused the settlement.

COLUMBUS, HOCKING VALLEY & TOLEDO RY., DOCKS, TOLEDO.

On May 6th, the mayor of Toledo notified the Board of trouble between the employer and employees of the Columbus, Hocking Valley & Toledo railway docks and requested blank applications for arbitration.

The Secretary of the Board visited Toledo at once and conferred with the mayor, the superintendent of the docks and the president of the union on the subject of the reported trouble, with a view of ascertaining the cause, and, if possible, discovering a means of settlement.

Investigation disclosed the fact that no real trouble existed. It was shown that the complaint was made to the mayor by persons who had been in the employ of the company during the season of 1894, but who had not been employed for the season of 1895.

When navigation opened and the company were about to resume work on the docks, they adopted certain rules which were presented to all applicants for work as the basis or terms of employment.

The rules referred to were obnoxious to the union men who refused to accept the terms. On the other hand, the company secured the services of non-union men and at the time stated, May 7th, had all the hands they desired, but as the season advanced and business increased, they would increase their working force from among the old hands.

As the complaint presented to Mayor Major was shown to have been made by persons who had not been in the employ of the company for several months, it was not deemed that the case came within the cognizance of the Board, and nothing further was done in the matter.

AMERICAN WIRE WORKS, CLEVELAND.

About July 3d, the wire-drawers employed by the American Wire Company, Cleveland, went out on a strike because the company refused to restore the scale of 1893. The strike resulted in closing the establishment in all departments and throwing about 1200 employees out of work. The Board was informed that the demand of the men was ten per cent. advance for the fine wire-drawers and twenty per cent. for the coarse wire-drawers.

The movement of the wire-drawers was soon followed by a strike of the laborers who demanded an increase from \$1.31½ to \$1.37½ per day. In such case the men claimed that business had improved and prices advanced. They accepted reductions during the past two years and as business had improved and prices were better, they should now receive the former scale of wages.

On the other hand, the company claimed that while there was an increased demand for wire and prices had improved, the prices of steel had also advanced, and therefore they did not feel warranted in paying the scale of 1893 as demanded by the men.

The strike at the American Wire Works was followed by a similar movement on the part of the wire-drawers employed by the H.-P. Nail Co., all of whom made a demand for a restoration of the former scale of prices. The action of the men at the H.-P. Nail Co., swelled the ranks of the unemployed until it was estimated that not less than 2500 men were out of work.

Neither party to the controversy had requested the services of the Board in adjusting their differences. However, under section 13 of the

law, the Secretary visited the locality and endeavored to bring the parties together for the purpose of settling the dispute. The employers expressed a willingness to accept the Board as mediators but the men objected, saying, that in their judgment the time had not arrived when the services of the State Board were required. If, however, they should need the Board, they would call on it.

After several conferences with each party to the controversy, the Board concluded that a settlement, although it might be delayed, would be reached by the parties themselves, without its further interposition. It was not disappointed in this reasonable expectation, for an amicable adjustment was made July 31st when the strike ended.

LAKE SHORE FOUNDRY, CLEVELAND.

On the morning of July 22d about 400 laborers employed by the Lake Shore Foundry company went out on a strike because the company refused to advance their wages. Most of the men had been paid \$1.30 per day. They demanded the scale of 1893 which they claimed would give them \$1.45 per day.

Having learned of the difficulty the Board instructed the Secretary to call on the parties and try to arrange with them for a conference for the purpose of settling the dispute. The men received the representative of the Board very cordially and were ready and willing to accept the services of the Board and co-operate with it in any manner it might desire. On the other hand, the company through its general manager, Mr. E. C. Burke, roughly told the Secretary, in answer to his inquiry as to the nature of the controversy, that it was none of his business what the trouble was ; that he was meddling with other peoples' affairs ; that the company had not sent for him and did not desire his services ; that the company would settle the strike and all other matters, in their own way. Mr. Burke's conduct would, but for lack of funds have led to a compulsory disclosure, under process before the Board, of the cause of, and the responsibility for, the strike, as authorized by law.

The situation remained practically unchanged until August 17th, when the company offered the men an advance of 5 cents per day, which they accepted and returned to work, having been on a strike about four weeks.

WATER WORK TRENCHES, WAPAKONETA.

The announcement having appeared in the public press of a serious strike at Wapakoneta, the Secretary at once visited the locality and learned that on Monday, August 26th, the entire force of laborers em-

ployed in the water works trenches at Wapakoneta, about 50 in number, nearly all of whom were nonresidents dropped their tools and marched in a body to the headquarters of their employer and demanded their pay, because of a reduction of wages. Wentz and Still were the original contractors, but had sub-let the contract to Louis Myers, of Lancaster, Ohio, for whom the men had been working for \$1.25 per day.

Mr. Myers required the men to furnish their own tools consisting of a spade, pick and shovel, and gave notice that hereafter their pay would be at the rate of three cents per lineal foot. The men had not been paid for the work already done and not only refused to accept the reduced rate of pay, but refused to continue in his employ. No work was done on Monday, August 26th, by reason of the foregoing notice and the overseer threatened to bring in new men, but later agreed to restore the former rate of \$1.25 per day.

On Tuesday, August 27th, the men held a meeting for the purpose of fixing rates at which they would resume work and finally agreed on \$1.40 per day. In the meantime, the city authorities notified the contractors that the open ditches must be filled. Accordingly two men commenced work at the old rate of \$1.25 but they were soon driven from the trenches by the strikers and forced to desist. Two others were soon found who were ready with team and scraper to fill the ditches at \$1.25 rate. They had worked but a short time when the strikers appeared on the scene and ordered them to stop. They refused, whereupon the strikers mounted the scraper, unhitched the team, and brandished clubs and threatened violence unless they ceased work. The men finally came to blows and Louis Van Skiver, one of the men at work, was severely beaten with clubs. At this stage of the affray, Van Skiver drew his revolver and threatened to shoot if further molested. The attack continued and he fired three shots, each of which took effect and the strikers dispersed.

Joseph Tillis, the leader of the strikers, received the first shot and died a few hours later. Albert Sifert received the second ball, from the effects of which he died three days afterwards. Oscar Vorhees received the third shot, it having passed through his right hand.

The city authorities required Wentz and Still to annul the contract they had made with Louis Myers and take up and prosecute the work on the ditches without delay. The principal contractors were responsible business men, in whom the citizens had confidence and the work progressed without further dispute or hindrance.

The Board felt this was a case calling for a thorough investigation into the primary cause of the unfortunate affair, but it found itself without the means of conducting such investigation and took no further action in the premises.

JUNCTION IRON & STEEL WORKS, MINGO JUNCTION.

On Tuesday, September 17, the Board received the following communication :

MINGO JUNCTION, OHIO, Sept. 16, 1895.

To the State Board of Arbitration, Columbus, Ohio :

GENTLEMEN : Having been informed of the present difficulty between the Junction Iron & Steel Company and its employees, I hereby notify you of the same according to law. Enclosed you will find communication as received by me-

Yours truly,

W. M. BRYSON, Mayor,

The following is a copy of the communication sent to the mayor, which explains itself :

MINGO JUNCTION, OHIO, Sept. 16, 1895.

To HON. WM. H. BRYSON, Mayor of the Incorporated Village of Mingo Junction, O.:

DEAR SIR : It appears to me from the notices posted by The Junction Iron & Steel Company, that the said company has violated their agreement with the men in their bar mill department and have also unjustly discharged and locked out the majority of the employees of said department, about 40 in number. The officers of the company have also published misleading statements in regard to the matter and I understand that the said officers are trying to engage new men to take the places of the discharged men.

According to section 13 of an amended law of the state of Ohio, dated May 18, 1894, it is your duty as mayor, to notify the State Board of Arbitration that a strike or lockout has occurred, so that said Board may examine into the case and ascertain who is at fault and also advise the parties in regard to a settlement.

Therefore, I request you to notify the said Board of Arbitration at once. Selwyn N. Owen is Chairman, Joseph Bishop is Secretary, of said Board, and their address is Columbus, Ohio, care of the State House.

Trusting that you will do your duty and comply with my request, I am,

Your obedient servant,

R. H. BRYSON.

The Secretary of the Board visited the locality of the reported trouble and found the employees of the bar mill at the Junction Iron & Steel works on strike against the orders of the company reducing the time allowed for dinner from 45 to 25 minutes.

In order to explain more fully the cause of the difficulty the following notices issued by the company are herewith appended :

MINGO JUNCTION, OHIO, Sept. 3, 1895.

C. W. DEAN, ESQ., Manager Bar Mill Department, Mingo Junction, O.

DEAR SIR : We were very much surprised to notice that the steel plant was not stopped at noon and the bar mill continuing to take the regular three-quarters of an hour stop, and so far as to shutting the mill down to allow the workmen time to eat their dinner was concerned, at 12:30 o'clock to-day, all workmen bringing their meals had finished and were ready to go to work and think we were justified in demanding that if the bar mill is stopped for any purpose at all—either noon or midnight, we shall insist upon making 20 minutes the maximum time. Please arrange in accordance with this suggestion and oblige,

Yours truly,

GEORGE A. DEAN, Secretary.

The men paid no attention to the above notice and continued to take 45 minutes for dinner the same as formerly when the company issued the following :

MINGO JUNCTION, OHIO, Sept. 9, 1895.

NOTICE.

Commencing Tuesday, 10 inst. the employees of the bar mill department will take but twenty-five (25) minutes for dinner. If at the expiration of that time any man fails to report for duty he need not report later as this department is operated on a basis of twelve (12) hours for a day's work and wages fixed on this basis.

There is no reason why workmen should reduce their hours of labor without the consent of the company. This rule will apply to both night and day turns.

Junction Iron & Steel Co.,
GEORGE H. DEAN, Supt.

On Tuesday, September 10, the day turn refused to comply with the order of the company reducing their dinner hour from 45 to 25 minutes and on their refusal to resume work at the expiration of 25 minutes, were promptly discharged.

During the afternoon of the same day, the company sent to each of the discharged men a letter of which the following is a copy, omitting the name.

MINGO JUNCTION, OHIO, Sept. 10, 1895.

.....
DEAR SIR: Owing to your failure to comply with the orders of the manager of your department to-day, your services are no longer required by this company in any department.

We enclose you herewith check for your services in full to date which will be paid upon presentation at proper place.

Regretting your inability to consider the interest of yourself and family, as well as the interest of the company in this matter, we remain,

Very truly yours,

H. M. PRIEST, President.

The old hands having been discharged and paid off for refusing to accept the 25 minute dinner rule, the company at once resorted to such means as are usually employed under like circumstances, to operate the mill and secured about 20 new men and were operating the bar mill, single turn.

In the meantime, the old hands had reconsidered their action and agreed to accept the 25-minute dinner rule providing the company would reinstate all the discharged men. Such was the situation on September 18, when the Secretary of the Board appeared on the ground in response to the notice from Mayor Bryson.

The men claimed they had always been allowed 45 minutes for dinner. The order of the company reducing the time from 45 to 25 minutes was arbitrary and unjust, and therefore they felt warranted in resisting it and demanding sufficient time to eat their dinner and rest.

The company stated that all other departments of the concern were operated on the basis of twelve (12) hours for a day's work and wages were fixed accordingly; it could see no good reason why the employees of the bar mill should not come under the same rule.

The men having agreed to the 25-minute rule the Board tried to induce the company to reinstate the discharged men and end the controversy, but failed. Both parties were then invited to a friendly conference with the Board, but the company objected and declined to attend such a meeting—the men, however, desired the services of the Board as mediators.

Repeated efforts were made to bring the parties together and adjust the trouble, but without success.

The company finally agreed to reinstate one turn of the old hands and to provide the other turn with employment in other departments until such times as vacancies occur in the bar mill when they would be given their former situations.

The men accepted the offer of the company and returned to work after being on strike two weeks.

THE BREWER POTTERY CO., TIFFIN.

On October 9th, the Board was informed of a strike at the Brewer Pottery works located at Tiffin. The strike commenced on October 3rd, and involved about 150 men.

The Secretary visited Tiffin and learned from both the company and the men that the strike involved all the sanitary potteries in the United States and was therefore interstate or national in its character.

The difficulty was caused by the proprietors demanding a certain number of apprentices in their establishment and requiring the employees to suffer the loss "of the making price" for all ware coming from the kilns that might be defective through the workmen's fault.

The following is a copy of the notice posted in the different establishments throughout the country :

NOTICE.

TRENTON, N. J., October 2, 1895.

WHEREAS, Certain Sanitary Pressers, contrary to all previous custom, have declined to pay any part of the loss on defective ware resulting confessedly from their own careless workmanship, on the ground that the labor union to which they belong has prohibited their doing so; and

WHEREAS, Certain so-called committees have obtruded themselves into certain potteries without the knowledge or consent of the owners and have by intimidation and persuasion prevented certain employees from continuing their employment, to the serious detriment of both employer and employees; and

WHEREAS, A reasonable number of apprentices is obviously essential to the safe and healthy development of any and every manufacturing business; and

WHEREAS, Each of the undersigned, while recognizing the right of the workmen to say on what terms he will work, also claim on the other hand the right of the manufacturer to say whom he will employ, and on what terms, and must insist at all times on having absolute control of his shop. Now therefore,

Resolved, That the undersigned will in all cases deduct the "making price" for every piece that comes from the kilns, that is defective through the workman's fault.

And further, That the undersigned as the owners of their own shops and paying the wages of the employees, must and will decide for themselves as to the employment of apprentices and all other labor and cannot and will not submit to dictation from outsiders.

Resolved, That these resolutions be printed and copies be posted on Thursday morning, 3 inst., in a conspicuous place in each and all of the respective plants represented by the undersigned, that all workmen may thus distinctly understand upon what terms employment is offered when they commence work and thus avoid possible misunderstanding and controversy on pay day.

Thomas Maddock Sons.....	Trenton.
Egyptian Pottery Co.....	"
Dale & Davis.....	"
The Willetts Mfg. Co.....	"
John Maddock & Sons.....	"
Keystone Pottery Co.....	"
Trenton Pottery Co.....	"
Ironsides Pottery Co.....	Bordentown, N. J.
J. E. Jeffries & Co.....	Philadelphia, Pa.
The Brewer Pottery Co.....	Tiffin, Ohio.
Maryland Pottery Co.....	Baltimore, Md.
Great Western Pottery Co.....	Kokomo, Ind.
The Wheeling Pottery Co.....	Wheeling, W. Va.

As will be seen by the signatures to the above notice, the majority of the establishments involved in the controversy were located at Trenton, N. J., which seemed to be the headquarters for both parties. Employers and employees were each acting together and each had common cause against the other.

The Brewer Pottery Co. and their employees were awaiting a settlement at Trenton, N. J., and were ready to resume operations at any time the proprietors and workmen of the Trenton potteries would settle the matters of difference.

The strike continued until the end of November, when the Board was informed that the Trenton men had accepted the terms of their employers and returned to work and the Brewer Pottery Co. at once resumed work with their old hands.

In this connection, it is worthy of note, and the Board takes pleasure in saying that during the two months of the strike, neither the Brewer Pottery Co. or their employees manifested any hostility toward each other. On the contrary, they held frequent intercourse with each other and their relations seemed to be of the most friendly character, all of which is in marked contrast with the attitude usually assumed by employers and employees toward each other under like circumstances.

BUCKEYE FIRE CLAY CO., UHRICHSVILLE.

On November 21st the following communication addressed to "Member Board Public Works" was handed to the Secretary of this Board:

UHRICHSVILLE, OHIO, November 19, 1895.

SIR: Please investigate the pay day at the Buckeye Fire Clay Co., Uhrichsville, Ohio.

We are two months behind and no set pay day. Hoping that you will investigate this soon, we are,

Yours respectfully,

EMPLOYEES B. F. C. Co.,
Uhrichsville, Ohio.

The above request or application to the Board was vague and general, and not specific as required by the statute which provides that, "Said application for arbitration and conciliation to said Board can be made by either or both parties to the controversy and shall be signed in the respective instances by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or by the duly authorized agent of either or both parties," and therefore the Secretary did not communicate directly with the "Employees B. F. C. Co.," but endeavored to secure the names of some of said "employees," in order to conduct the correspondence with the parties directly involved or their "duly authorized agent."

Having secured the names of some of the leading employees of the concern, the following communication was forwarded:

STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,

MR. W. F. ROBY, Uhrichsville, Ohio.

DEAR SIR: About ten days ago this Board received a letter signed "Employees B. F. C. Co., of Uhrichsville, Ohio," requesting it to investigate the pay day at the Buckeye Fire Clay Co. The communication was addressed to "Member Board of Public Works," which caused some delay in reaching this office. As above stated, the letter was signed "Employees B. F. C. Co." No names were given and therefore we did not know who to communicate with.

We have tried repeatedly to get names of some of the employees of the "B. F. C. Co.," without success until this morning when we received your name with some half dozen others. Had your communication been addressed to this Board and properly signed, there would have been no delay in this matter. There need be no hesitation on the part of employers or employees in signing letters addressed to this Board, by so doing, they will insure an early reply and prompt action on our part.

Enclosed you will find the necessary blank forms for making application for investigation. If desired, a majority of the men can sign the application blank, or if they prefer, they can authorize one of their number (or other person) to act as their agent and make application for them. In case the employees select an agent to act for them, a majority of them must sign the enclosed blanks for that purpose.

We also mail you copies of the Arbitration Law, which will explain itself. If you desire further information, do not hesitate to make it known.

Very respectfully,

THE STATE BOARD OF ARBITRATION.

JOSEPH BISHOP, Secretary.

Up to the time of closing this report, December 31, 1895, no reply had been received to the foregoing letter and no further steps were taken in the matter by the Board.

M. A. HANNA & COMPANY, ASHTABULA.

On November 28th, the Board received the following notice :

ASHTABULA, OHIO, November 6, 1895.

State Board of Arbitration, Columbus, Ohio :

GENTLEMEN: I beg leave to advise you that a strike is in progress in our city of the employees of M. A. Hanna & Co., operating iron ore and coal docks. There are probably two hundred or more men affected.

Yours truly,

W. S. MCKINNON, Mayor.

A member of the Board visited Ashtabula and found the situation as reported by Mayor McKinnon. About three hundred laborers employed on the docks by M. A. Hanna & Co. were on a strike. They were largely non-English speaking people and it was, therefore, difficult to communicate with them intelligently.

As near as could be learned the men claimed that for many years the ore vessels arriving at the docks of the company had always been trimmed (the ore in the vessels had been leveled and not brought to the docks in cone-shaped piles, the same as when vessels were first loaded at the mines) thereby making it much easier and safer for the men to unload.

Shortly before the strike an untrimmed vessel arrived at the docks which the men refused to unload without extra pay for trimming, and for which the company paid three cents per ton extra. About this time the men claim the superintendent assured them that he would not require them to unload any more untrimmed vessels.

A few days later, a vessel arrived with a cargo of ore partly trimmed. To complete the work of trimming the men were paid at the rate of 25 cents per hour for one man, in all about \$15.75. Soon afterwards another untrimmed vessel arrived at the docks, which the company required the men to trim at the same price (\$15.75). The men declined, for the reason that it would require more time and labor to trim the last vessel than the one which preceded it. Six gangs, of fourteen men each, were ordered to work on the untrimmed vessel, all of whom refused and were at once discharged, whereupon all other employees struck for the reinstatement of the discharged men. The men had previously demanded increased pay for loading cars by hand, and had also objected to loading extra large cars, but at the time the Board appeared on the ground they relinquished all claims, except for the reinstatement of the discharged men.

The superintendent, George B. Raser, claimed that lately the men caused frequent trouble on the docks by making unreasonable and unjust demands of the company; that previous to the strike he required them to trim and unload a vessel for the same pay for which they had but recently performed similar work, and on their refusal to do so he discharged six gangs, or about seventy-five men. All others quit, and, therefore, none of the old employees had any claim on the company. He refused to deal with them as a body, or to treat with their representatives, and further stated that certain of the old employees would not be reinstated under any circumstances. If the old hands desired work they must apply to him as individuals, and such as would be accepted must work for the same pay, and on the same conditions, as the men employed on other docks.

Applicants for work would be required to satisfactorily answer the following questions, and others that might be added to the list:

Name?

Nationality?

Married or single?

If married, how many in family? Give description; also, where located.

How long in this country?

How long working at this dock?

Gang you worked in?

Where did you work before coming here?

Who did you work for?

What kind of work?

How long did you work?

Are you a drinking man, and to what extent?

Soon after the strike commenced, the company decided to resume operations, but before doing so issued the following printed notice:

TO OUR OLD EMPLOYEES.

NOTICE.

We are about to resume work at our docks with new men who are glad to accept the wages we have repeatedly offered to you.

We believe a great many of you, our old employees, would be also willing to go to work again at wages offered if you were not bulldozed by a few agitators and walking delegates.

We much prefer to keep our old men than to get new ones. Therefore, when we resume we will not begin with many new men, because we hope our old men will think better of it and return to work. But those new men who do begin work for us will be fully and amply protected against interference.

We do not want any trouble, but if any riotous or lawless persons attempt to interfere with our rights, to operate our own property and to drive away our workmen, they will be resisted and arrested. If we are disappointed in our hope that our old

men will again apply for their positions, we shall gradually get more new men until we have a full force. None of our old men, however, who are misled so far as to offer violence will ever be employed again by us.

When times get better we shall be glad to pay the old wages again. Those of our old men who decide to work will apply to our superintendent, Mr. Raser, and will be kindly received.

M. A. HANNA & Co.

Seeing the old men paid little or no attention to the above notice, the company brought in about fifty new men who were sent away by the old hands. The company at once secured other new men (about fifty in number) who commenced and continued to work until the end of the strike.

Having failed to induce Mr. Raser to reinstate the old hands, the Secretary of the Board proposed arbitration as a means of settlement. To this, he at first objected but finally said, if the men agreed to arbitration he "would not oppose it." Two days later a representative of the company informed the secretary that they did not consider it necessary to arbitrate and therefore declined to make the application, but if the men asked for investigation of the matter, the company would aid the Board in the work.

Having learned that Mr. Raser refused to reinstate the men, through their agent, submitted to the Board an application for arbitration in regular form, in which they presented the following grievances:

- 1st. Failure of M. A. Hanna & Co. to restore the wages of 1893 as promised.
- 2nd. Requiring men to perform additional labor in unloading untrimmed vessels and loading cars by hand that are over six feet eight inches high and exposing them to danger by reason thereof.
- 3rd. The discharge of a large number of men without good and sufficient reason.

The application was received on Thursday, December 12th. The next day the Mayor of Asthabula informed the Board the men had agreed to accept the terms of the company and all that could secure their situations had returned to work and the strike was at an end.

In this connection, the Board desires to acknowledge the kindness of Mayor McKinnon and his assistants in efforts to harmonize the differences between the company and the men. He labored earnestly to bring about an amicable settlement of the dispute and deserves the commendation of all, for his efforts in the cause of industrial peace and good order.

OFFICE OF THE STATE BOARD OF ARBITRATION,
COLUMBUS, OHIO, January 18, 1897.

HON. ASA S. BUSHNELL, Governor of Ohio:

SIR: I have the honor to transmit herewith the fourth annual report of the State Board of Arbitration.

Very respectfully,

JOS. BISHOP, Secretary.



WFOU

Annual Report.

To the Governor and Legislature of Ohio :

As required by law, we submit our fourth annual report. The report of the Secretary herewith shown and made a part hereof, discloses the actual workings of the Board as to specific cases calling for its interposition so completely as to render unnecessary further statements, facts or explanations in that behalf.

In addition to the cases reported by him, other strikes have engaged the attention of the Board in a general way and have been the occasion of repeated conferences. We refer more especially to the coal strikes in various parts of the state which are to a considerable extent still continuing. The Board has not been called upon specifically to deal with any of them, either by the public authorities or by the parties directly concerned, not improbably for the reason that their cause is understood to lie beyond the limits of the state. There has been an understanding between operators and miners in Ohio, more or less generally observed, that a differential of nine cents a ton in favor of the operators shall prevail between the price of mining in the Hocking Valley (which largely determines the price in other districts in the state) and what is known as the Thin Vein District of Pittsburg. The general price there until within a few months was 70 cents per ton. Accordingly, it was 61 cents here. The union miners in that district to accomplish some purpose of their organization, in the latter part of the summer, voluntarily reduced the price to 54 cents.

The operators in the Hocking Valley followed in October with a demand for a reduction to 45 cents which was finally conceded by the miners in that valley. This led to corresponding demands by operators in the Thin Vein districts of this state where the price of mining was already low considering the character of the veins. Strikes have resulted, the miners claiming with good show of reason that the reduced is below the living rate and consequently under any figure ever contemplated by the general understanding above referred to.

The Board, after careful consideration of the situation, in November, requested the Secretary to visit Pittsburg to ascertain as far as possible the probable duration of the reduced rate and what might reasonably be

expected in the way of advances. Accordingly he went to the Pittsburg district and made the investigations contemplated. He, on his return, reported a probable rise in the price of mining in that district, in the near future, to be followed by other advances during the early months of the year. The Ohio operators declared their readiness to restore the price here as fast as restored there. Under these circumstances the Board has not been able to see how any action it might take would improve the situation in any instance. At the same time, the members have attentively observed developments with a view of rendering any aid in their power towards ameliorating conditions, should an opportunity occur.

How well founded the Ohio differential may be as between the Ohio mines and those in the Thin Vein district of Pittsburg, we have not the data enabling us to say. The fact, however, that the Ohio miners and operators have recognized it is a circumstance entitled to weight in considering the question; for it may be fairly inferred that the former would not assent to it unless impressed with the belief of its reasonableness.

Under the law, where the Board is called on to settle a controversy or difference between employer and employees, its first duty is to endeavor to effect an amicable settlement between the parties, by mediation or conciliation, and failing in that, then to induce the parties if possible to submit their matters of dispute to a local board of arbitration. If it fails in both, it may then institute an investigation into the cause of the trouble and ascertain which party is blamable for the existence or continuance of the same and publish its findings.

But where a settlement is finally reached, even after such investigation has been commenced, the Board is not at liberty, according to its view of the law, to publish or make a finding as to the culpability or shortcoming of either party. Immunity from such finding is a consideration afforded by the law for an amicable adjustment and settlement of differences.

The following observations therefore must not be taken as an expression by the Board touching the conduct of any party in any controversy so amicably adjusted; but rather as arising from our general observation and experience in the line of duty.

We have heretofore called attention to a most fruitful source of lockouts and strikes namely: The sudden change of relation between employers and employees, whether affecting wages, conditions of employment, or what-not, without previous notice or warning. Such changes almost invariably result in trouble, where extensive or numerous interests are involved. This is true, although the change in and of itself may be reasonable. The motive actuating it is apt to be misunderstood or not appreciated. If such proposed changes could be notified to the parties to be adversely affected with the reasons for the same long enough in advance of their taking effect to permit their dispassionate consideration, many a strike and lockout would be avoided. Reason, if given ample opportunity, is tolerably sure to assert its sway.

Whatever may be the philosophy or grounds for organized labor, one fact may as well be accepted as settled and that is that labor organizations are a permanent feature of our industrial system.

They are recognized and encouraged by our laws and the manifest tendency of law-makers is to protect and promote rather than impede and retard them. The creation of this board presupposed their existence.

While capital is massed in great sums and placed under a single directing hand, labor, from a motive of self-protection, may be expected to tend in the same direction.

Organized labor, like organized capital, can operate only through its chosen *media*. The agent is the hand and mouth-piece of each. He directs its course and commands its movements. It is likely in the end to prove as futile to undertake to ignore him in the one case as in the other. A tolerated disregard of the agent means as viewed by the labor organization, its own disintegration.

This board, under the law, is bound to recognize the agents, and deal with them, of either party to a controversy and at the same time to keep secret the names of their principals who are employees.

The fact is recognized by the law that it may be to the interest of of individual laborers to act through agents rather than for themselves. Our experience leads us especially to commend the wisdom of the law in this regard. The workmen are helped and employers are benefited thereby. Could there be a more general acceptance of and acquiescence in these facts by employers, harmony would be greatly promoted. We have discovered that when strikes occur sometimes the parties issue public statements of the cause and of their positions respecting the same. These are not infrequently put forth in moments of excitement or passion and tend to increase rather than allay the difficulties.

The parties thus having assumed their positions before the public, not always tenable, are reluctant to recede from, or listen to arguments against, them.

Their controversy is thus in a sense made a public one and each side gains active adherents of the "last ditch" variety. Labor controversies are thus liable through a spirit of pride to degenerate into strifes for victory merely. The question of each side becomes one of how to defeat the other; not one of what is right and best for the parties and for the public. When such controversies are ended and passion dies out, it oftener happens than otherwise that the victors even come to realize the unwisdom of the course pursued and the harm brought to themselves when remedy is beyond reach.

Settlements are thus immeasurably made more difficult. Our advice to parties in a strike or lockout, if requested, would always be against making public manifestos.

Again, there sometimes exists an idea that the precedent involved in a fair concession reasonably sure to result in ending a labor controversy would work harm in the future; that if the controversy be fought out to the bitter end a principle would be established for all time. There never was a greater mistake, according to our observation, of the many strikes and lockouts with which we have had to deal. No two strikes have been exactly alike in their facts. And if they were alike the conclusion in one case would not be accepted in the other where mere strength of endurance determined the contest.

But where a controversy is determined by the consideration of an impartial board and the reasons for the conclusions reached are given as is usually done, the case is different. Such determinations have weight and influence as precedents. Hence it is that where the parties themselves cannot agree, the board is always desirous that they submit their controversies to local boards of arbitration as provided by law. For their conclusions are not only effective in the particular case, but if right, are sure to be influential in other cases. It would seem that parties to such a controversy having faith in the rightfulness of their contentions ought to be willing to submit them to the judgment of a board of their own selection.

The board has been unusually hampered this year for lack of funds. The long strikes in and near Cleveland occupied over a month of the members' time. They left the board without available means for the residue of the year. On application the Emergency Board promptly authorized a deficiency of \$2,000.00. But vouchers not to be appropriated for until 1898 were not readily disposed of, and much embarrassment was experienced in consequence.

We respectfully repeat our recommendation as to appropriation in our report of last year.

As to legislation, it does not occur to us to suggest anything at this time [except some suitable provisions covering the subject of notice to terminate employment as before suggested.

Very respectfully,

SELWYN N. OWEN,
JOHN LITTLE,
JOSEPH BISHOP.
State Board of Arbitration.

COLUMBUS, OHIO, December 31, 1896.

To the State Board of Arbitration :

GENTLEMEN: I hand you herewith the report of the doings of the State Board of Arbitration for the year 1896 as compiled from the records of my office.

Very respectfully,

JOS. BISHOP,
Secretary.

PEACOCK COAL COMPANY, POMEROY.

About January 1st, the Peacock Coal Company, located at Pomeroy, and employing about 200 hands, changed its method of operation from forking to screening coal in order to separate the nut coal and slack from the lump coal. The Company had for about eighteen months been paying the miners $1\frac{3}{4}$ cents per bushel and after putting up the screen proposed to pay, coal 5 cents per ton of 2000 pounds for screened coal, top included, and 55 cents per ton for screened coal including the top coal and 65 cents per ton when the top coal was left in the mine.

Being unable to agree on a satisfactory price for mining, and not desiring to close the works, both parties decided to submit the matter to the State Board of Arbitration and abide by its award.

Accordingly on January 21st, the following joint application was filed with the Board.

APPLICATION.

To the State Board of Arbitration, Columbus, Ohio :

The undersigned hereby make application for the arbitration and conciliation of the controversy and differences existing between the undersigned, growing out of the business of mining coal, carried on at Pomeroy, Meigs County, Ohio, by the Peacock Coal Company, who employ at this time not less than twenty-five persons in the same general line of business in the City of Pomeroy, County of Meigs, Ohio.

The grievances complained of are: "The Company is now paying for the run of the mine after it is screened 45 cents per ton, and when the top coal is kept in the mine 55 cents per ton for the screened good coal. Miners contend for 55 cents per ton for the run of the mine after it is screened and 65 cents per ton for the good coal when it is screened, the top coal being left in the mine. The company feel that they cannot pay more than they are now paying as set forth above."

The undersigned hereby promise and agree to continue on in business or at work (as the case may be) in the same manner as at the present time, without any lockout or strike until the decision of the Board, if it shall be made within ten days of the date of the filing of this application.

And we do hereby stipulate and agree that the decision of the Board shall be binding upon us to the following extent, to wit: That it shall be a basis for the future price of mining coal in the mine."

Request is hereby made that no public notice of the time and place of the hearing of this application be given.

Dated at Pomeroy, County of Meigs, Ohio, this 20th day of January, 1896.

PEACOCK COAL COMPANY,
By J. EBERSBACH, Secretary.

J. D. FISHER,
JACOB DURST,
JOHN HOPKINS,
JACOB FISCHER,
WENDEL BERRY,
Miners' Committee.

The hearing took place at Pomeroy on Friday, January 24th, all members of the Board being present. Both parties to the controversy were present in person and by counsel. A number of witnesses were examined for both sides and full opportunity given all persons who desired to testify to do so. The hearing was remarkable for the friendly disposition and desire for an amicable settlement and friendly relations shown by all parties. Each side manifested due regard for the rights of the other and a spirit of fairness prevailed throughout the investigation.

After hearing the testimony on both sides, and each had been fully advised of the claims and grievances of the other and they both fully understanding all the facts bearing on the case, the Board recommended to the parties that they endeavor to determine what the award of the Board should be.

The advice was acted upon and in a few hours an agreement was reached which, by request of both parties, was made the award, a copy of which is embodied in the following conclusion rendered by the board:

STATE OF OHIO, OFFICE OF THE STATE BOARD OF ARBITRATION,
COLUMBUS, January 27, 1896.

In the matters of difference between The Peacock Coal Company and the miners in its employ.

Before the State Board of Arbitration, hearing at Pomeroy, January 24, 1896.

The agreement of the parties reached after hearing, and the consequent award of the Board entered at their request in the above matter is as follows:

"The miners are to be paid fifty (50) cents per ton for screened coal when the top coal is loaded in separate cars and taken out of the mine and sixty (60) cents per ton for screened coal when the top coal is left in the mine."

Very respectfully,

SELWYN N. OWEN,
JOHN LITTLE,
JOSEPH BISHOP,
State Board of Arbitration.

The terms of settlement and the award of the Board gave general satisfaction and the works have ever since continued in operation without any interruption or loss of time. Immediately after the hearing, the Board addressed the following letter to the company and also the men:

To the Peacock Coal Company, and Miners in its employ:

GENTLEMEN: The State Board of Arbitration has great pleasure in appending your agreement and adopting the same at your instance as its own award on matters of difference submitted and heard on the 24th, under your joint application of the 20th inst.

It is peculiarly gratifying to the Board that the parties after the hearing, at its request, to wit, that they should in the light of the evidence adduced make an earnest endeavor themselves to come to a conclusion, by such mutual concessions as were consistent with justice and right, have succeeded in reaching a settlement satisfactory to both sides.

The intelligence, spirit of fairness, and conciliation manifested cannot be too highly commended. The Board takes occasion to congratulate the company and the miners on the result of their endeavors, which give promise of lasting benefit.

to all concerned, and to thank them for their ready cooperation and for courtesies extended.

Very respectfully,

SELWYN N. OWEN,
JOHN LITTLE,
JOSEPH BISHOP.
State Board of Arbitration.

THE JEFFERSON IRON COMPANY, STEUBENVILLE.

About the 7th of February, a strike occurred at the blast furnace of the Jefferson Iron Company. The company employed about 60 hands in this department of its business. On account of the recent severe winter weather, the iron ore which arrived in open cars, being exposed to the rain and snow, became frozen and required extra labor to unload and supply the furnace with the usual charge.

For the reason stated, the company employed an extra man to assist in the work, it being understood that when the frozen ore had been unloaded, the extra man would be taken off and the usual regular force of men would be required to do the work as heretofore.

Work continued uninterrupted until, in the judgment of the company, it was no longer necessary to employ the extra man, when he was taken off and the other men ceased work and demanded the extra man to be retained. The strike did not seriously interfere or disturb the business of the company, who promptly secured new men and continued operations. Such was the situation when the Secretary of the Board visited Steubenville and learned the facts from representatives of both sides.

He, seeing nothing to justify the action of the men, advised them to end the strike and resume work, which was done.

CLOTHING CUTTERS, CINCINNATI.

On the 28th of February, the State Board received the following communication :

MAYOR'S OFFICE,
CINCINNATI, February 25, 1896.

To the President of the State Board of Arbitration and Conciliation, Columbus, Ohio:

DEAR SIR: Pursuant of section 13 of the laws of Ohio (vol. 91, page), 374 I hereby notify you that a strike or lockout has actually occurred in this city between the firms of Messrs. A. Bloch & Co., clothiers, and their cutters, and between Messrs. L. M. Mock & Berman and their employees, to wit, their cutters.

The employees of the above named firms are members of the Clothing Cutters' Association.

I respectfully ask you to take such action as in your judgment is proper under the law.

Very respectfully submitted by

Your obedient servant,

JOHN A. CALDWELL, Mayor.

Acting on the advice of the Board, the Secretary visited Cincinnati and conferred with the clothing manufacturers and the cutters on the subject of the reported strike. He was informed that the strike occurred about the fifteenth of February, when the representative of the Clothing Cutters' Union called on Abe Bloch & Company, and asked that the firm require a certain nonunion man in its employ to join the union. The men had frequently solicited the party in question to join their organization but he persistently refused to do so. He was the only nonunion man in the shop, and, in order to thoroughly unionize the establishment the men demanded that he unite with them, otherwise the union men would not work.

The company refused to take any action in the matter, claiming "it was none of their business whether the man joined the union or not. That was a matter for them to decide among themselves." The union men, twenty-three in number, left the shop on February 18th. On February 24th the clothing manufacturers of Cincinnati held a meeting and adopted the following resolutions:

CINCINNATI, February 24, 1896.

WHEREAS, Messrs. Abe Bloch & Co., clothing manufacturers of this city, were, on last Tuesday, February 18th, called upon by a party claiming to be a representative of an association of cutters of the city of Cincinnati, and were informed by said representative that, unless a certain cutter now in their employ, and who is not a member of their Association of Clothing Cutters, would be either discharged by the firm of Messrs. Abe Bloch & Co., or be induced by them to join said Association of Cutters, the said Association of Cutters would not permit any member of their organization to work for said firm of Messrs. Abe Bloch & Co.; and

WHEREAS, The firm of Messrs. Abe Bloch & Co., refused to discharge said employee, or compel him to join said cutters' organization; and, whereas, on that account all of the cutters and trimmers of Messrs. Abe Bloch & Company who are members of the Cutters' Association were called out and are not permitted to work for the firm of Messrs. Abe Bloch & Co., it is

Resolved, That we hereby justify and sustain Messrs. Abe Bloch & Co. in their action, and we hereby agree that until such order of the Cutters' Association be rescinded, and Messrs. Abe Bloch & Company's cutters are permitted to resume work by Thursday morning, February 27th, we, the undersigned clothing manufacturers of Cincinnati, will neither employ nor permit to work in our respective shops any member of the Cutters' Association, or any one in sympathy therewith.

This resolution to take effect Thursday evening, February 27th.

BLOOM, COHN & Co.,

S. L. WEILER,

WALLENSTEIN, LOEB, FRIEBERG & Co.,

H. S. SEINSHEIMER & Co.,

WYLIE, ACKERLAND & Co.,

G. STURM & SONS,

STIX, SEASONGOOD, KROUSE & Co.,

HEIDLEBACH, FREIDLANDER & Co.,

WOLFSON BROS. & Co.,

LEVY, PRICE & Co.,

H. & I. LOEB,

BAHLMAN, SMITH & Co.,

M. H. MARKS & Co.,

A. & W. SUMMERFIELD & Co.,

GOLDMAN, THURNAUER & Co.,
 VOORHEES, MILLER & Co.,
 HERZOG & Co.,
 CHAS. M. RAU & Co.,
 ISAAC HART & Co.,
 TROUNSTINE BROS. & Co.,
 MYER, SCHAEER, OFFNER & Co.,
 ABE BLOCH & Co.,
 M. & L. S. FECHHEIMER & Co.,
 STERN, OPPENHEIMER & Co.,

SACHS & MORRISON,
 HENRY GEIERHOFFER & Co.,
 STERN, LAUER, SHOHL & Co.,
 THE MENDERSON CLOTHING CO.,
 HELDMAN, HELDMAN & Co.,
 I. & S. BING.
 FEDER, SILBERBERG & Co.,
 MOCH, BERMAN & Co.,
 I. H. AMBERG & Co.,
 STRICKER, BITMAN & Co.

The foregoing resolution was published in the daily papers of Cincinnati, and discussed by the Clothing Cutters' Executive Board at a meeting held the following day, at which the following agreement was adopted, each of the clothing cutters declaring it to be the only terms on which they would return to work :

AGREEMENT.

This is to certify that the firm of....., of Cincinnati, Ohio, party of the first part, does hereby agree with the Clothing Cutters' and Trimmers' Union of Cincinnati, Ohio, known as Local Union One Hundred (100) of the United Garment Workers of America, party of the second part, to wit :

1. That all cutters, trimmers, operators and fitters employed by the said party of the first part shall be members in good standing of the said party of the second part.

2. That the said party of the first part will discharge any of the employees who permit themselves to become suspended or expelled from membership of the said party of the second part.

3. Overtime permitted only when sanctioned by said party of the second part.

4. All overtime to be paid for at the rate of time and a half, with the exception of Sundays and holidays, when double time shall be paid.

5. The following rules shall govern as to apprentices: One (1) apprentice shall be permitted in a shop for every ten cutters or majority fraction thereof once every three years.

Should the number of cutters in a shop be reduced, there shall be a proportionate reduction in the number of apprentices; the junior apprentice to be laid off first. An apprentice shall work at the trade three (3) years in one house before he shall be considered a journeyman cutter.

6. That the said party of the first part shall not discriminate against any employee who is required to act as a shop officer, providing the said officer does not allow his duties to interfere with his work.

7. Business agent of the said party of the second part to be allowed access to the cutting room during noon hour.

This agreement to go into effect....., and to terminate.....from date.

Signed by the party of the first part.

Signed by a committee of the party of the second part.

It is further agreed that 48 hours shall constitute a week's work. Same to terminate not later than Saturday, 12 o'clock, noon.

The Secretary spent several days in efforts to bring the parties together in friendly conference, for the purpose of adjusting their difficulties. The men expressed a willingness to join in such conference, provided the manufacturers would invite them to do so, but not otherwise. They also declared that a conference "would not do any good unless the manufacturers would sign the foregoing agreement."

On the other hand, the manufacturers declared "the union wanted to run their business and dictate terms in all departments and therefore they refused to recognize it in any manner. They demanded that the cutters rescind their action in the case of Abe Bloch & Co., and return to work when they could readily confer with their individual employers."

Both parties had taken an extreme position, the manufacturers declaring they would not employ union men and the men declaring that the manufacturers should not employ nonunion men. Neither party was disposed to modify its position, and therefore all efforts to bring them together in friendly conference with the Board failed. Such was the situation of affairs on March 3. The Board decided, for the present, to hold itself in readiness to take such action as circumstances might require.

On March 18, the Board made another effort to bring the parties together to settle the difficulty, but without success. Again, on March 25, the Secretary visited Cincinnati and spent several days trying to bring about a conference with a view to an adjustment, but neither party would agree to such an arrangement. He also tried to induce them to submit their differences to a local board of arbitration, which they also declined. Each side seemed to feel that it could, in a short time, accomplish its end, and therefore persisted in the struggle. In the meantime the clothing manufacturers had secured some new cutters from other cities. Besides this, some of the old hands had returned to work.

The Board having made repeated attempts without avail to induce the parties amicably to settle their differences, and failing in that, to submit them to local arbitration, after full consideration determined the case was not such as to require an investigation under section 14 of the Arbitration law, neither party having requested it and no public interest in its judgment calling for the same. Accordingly, no further official action was taken.

Matters continued in this way until about the middle of April, when the cutters manifested a willingness to return to work and thus end the controversy. The manufacturers permitted their old hands to return to work so far as their services were required, but refused to discharge the new men to make room for the old employees. In consequence of this, a large number of the old hands were left without work.

The strike lasted about seven weeks, and, while the Board has no authentic figures on the subject, there can be no doubt the controversy caused serious loss, not only to the clothing manufacturers and garment workers, but to the general business of the city.

MIAMI CYCLE COMPANY, MIDDLETOWN.

On March 8th, the Board received notice of a strike at the Miami Cycle Works located at Middletown. As required by the rules of the Board, the Secretary visited the locality and learned that about 35 men employed in the screw making department were on strike for the reinstatement of the foreman of their department who had been discharged.

The discharged foreman and other prominent men advised against the strike and urged the men to return to work. Within a day or two, the company engaged other workmen to take the place of some of the old hands. Quite a number of those on strike returned to work and the strike came to an end.

The trouble was of short duration having lasted only two or three days and not causing the company serious inconvenience or loss.

THE KING AXE COMPANY, CLEVELAND.

On Monday, March 24th, the King Axe company, of Cleveland, employing about 150 hands, posted the following notice in the various departments of their works, and in consequence of which, the men ceased work:

NOTICE.

Owing to the fact that "The Trust" have reduced the selling price of axes against our earnest endeavor to hold up the price, it becomes necessary for us to make the following reduction in wages or close our works indefinitely as they have done.

THE KING AXE AND TOOL CO.,
By order of the Executive Committee.

To take effect April 1st.

FORGE DEPARTMENT.

Bitt Drawers, single bitt.....	\$1 20
" " double bitt.....	2 75
Helper, single bitt.....	98
" double bitt.....	2 00
Heating Patterns.....	16
Rolling.....	17
Bending.....	13
Welding.....	17
Heating Polls.....	16
Cold.....	22

DROP HAMMER.

Hammer's man.....	14
Heaters.....	11
Straightener.....	12

YEAKLEY HAMMER, DOUBLE BITTS.

Hammer's man.....	60
Heater.....	55
Straightener.....	60

STEEL CAPS.

Bender.....	5
Heater.....	4

GRINDING DEPARTMENT.

Edging, single bitts.....	45
" double ".....	35
Pressing, single bitts.....	70
" double bitts.....	80

COMMON.

Double bitts.....	2 90
Grinding big bevel.....	1 00
" Vermont bevel.....	75
" small bevel.....	60

POLISHING DEPARTMENT.

Common, single bitts.....	1 60
" double bitts.....	2 50

BLUE VERMONT BEVEL.

Single bitts.....	2 75
Double bitts.....	3 50
Vermont bevel, single bitt.....	3 00
Big bevel.....	3 50

TEMPERING DEPARTMENT.

Common.....	65
Double bitt.....	1 30

The men at once held a meeting to consider the new scale of wages posted by the company. The decision of the meeting is set forth in the following communication :

AMERICAN FEDERATION OF LABOR, AXE AND TOOL WORKERS UNION No. 6507,
CLEVELAND, OHIO, March 25, 1896.

To the King Axe Mfg. Co. :

We, the workmen of the King Axe Co., do hereby agree not to take the reduction of wages you intend to put into execution April 1, 1896.

In reply to the foregoing letter, the company sent the following :

THE KING AXE & TOOL COMPANY,
CLEVELAND, OHIO, March 25, 1896.

American Federation of Labor, Axe & Edge Tool Workers' Union, No. 6507, City :

GENTLEMEN: In reply to your decision regarding the intended reduction of wages to take effect in this shop April 1, which has been handed us by your honorable committee, the Executive Committee of this company after a thorough discussion of the matter with said committee propose hereby to pay for piece work in our shops, the same price in all our departments as is paid at the Cleveland works of the American Axe & Tool Co.

Very truly yours,

THE KING AXE & TOOL COMPANY.

The above notice and correspondence will explain the situation when the Secretary visited the works on March 30, for the purpose of learning the cause of the trouble, and if possible bring the parties together in friendly conference to settle their difference. The company claimed the new scale of wages provided for an average reduction of about ten per cent., which was absolutely necessary by reason of "The Trust" reducing the selling price of axes and unless the men accepted the reduced rate of pay, the works would remain idle.

The company further stated that the scale of wages was somewhat modified by their communication of March 25, in which they proposed to pay "the same price in all our departments as is paid at the Cleveland works of the American Axe and Tool Co."

On the other hand, the workmen claimed the notice of the company provided for a reduction from 10 to 15 per cent. and in some instances even more. Other axe manufacturers in the city were working steadily

and had not asked for a reduction in wages. Besides this, the men declared the King Axe & Tool company did not furnish proper facilities for turning out work and therefore they were compelled to devote more time for the same amount of work than was required of workmen in similar establishments. In this connection the company said they were making the necessary improvements in the works. The company expressed a willingness to meet the men in conference with the Board but the men declined to attend. They were organized and were affiliated with the Central Labor Union of Cleveland and also with the American Federation of Labor, and preferred to follow the advice of those organizations and for the time being, did not desire the services of the Board. Repeated efforts were made by the representative of the Board to bring about a conference, all of which failed because the men refused to participate in the proceedings.

As in the case of the Cincinnati clothing cutters the Board did not regard the situation as one requiring investigation under the law and therefore no further action was taken in the matter.

SNELL CYCLE FITTINGS COMPANY, TOLEDO.

On June 6th, the following notice was received by the Board :

EXECUTIVE DEPARTMENT OF THE CITY OF TOLEDO, OHIO,
June 3, 1896.

State Board of Arbitration, Columbus, Ohio:

GENTLEMEN: There is now a strike at the Snell Fittings Company and understand that about 500 men are out.

Everything is quiet and understand the company have closed until August 1, next.

Yours, respectfully,

GUY G. MAJOR, Mayor."

In response to the above notice, a member of the Board visited Toledo on June 8th, and was informed by the representative of the men that the assistant superintendent of the company had, for some time previous to the strike, and at different times and in various ways, manifested his dislike for and hostility to union men, particularly those who were regarded as leaders in the organization. They also stated that he discriminated against union men in the works and finally laid off a number of them without cause. The men requested their reinstatement which was refused. The men who were laid off were screw makers and had the sympathy and support of the men throughout the entire works. Believing the assistant superintendent intended to lay off or remove other union

men, and thus weaken their organization, the men demanded his removal, which was refused by the company.

On May 12th, a committee representing the various departments of the works notified the company that, unless their demands were complied with, they would cease work.

The company again refused to remove the assistant superintendent and on May 24th the men in the entire establishment left the works in support of the screw makers' demand.

The company stated that for a long time previous to the strike the men had in different ways attempted to interfere with the duties and rights of the management and the successful operation of the works. Frequently they would dictate what changes should be made when vacancies would occur and objected to the company's laying off hands when they could not find employment for all. On account of depressed business, it was compelled to lay off men in the screw department. This was objected to by the men, who demanded their immediate reinstatement. In all matters the assistant superintendent was acting under the direction of the company and retained and laid off hands as the interest of the business required.

The company refused to reinstate the men it had laid off and in consequence the union demanded the discharge of the assistant superintendent. This the company positively refused to do. As a result, the men in the entire works went out on strike. After the strike commenced the company at once arranged for taking their usual annual inventory, which was at that time being done and would require at least two months' time.

In the meantime the company did not regard it as important to consider the matter of a settlement for the reason that it could not then resume operation and would not be ready for work until the inventory was complete, when it hoped that an amicable adjustment would be reached without the services of the Board.

The Board having performed the duties required of it by section 14 of the Arbitration law, without accomplishing a settlement or local arbitration, deemed the case one not calling for further action on its part, beyond earnest advice to the parties to settle the controversy on terms agreeable to themselves.

THE CLEVELAND STONE COMPANY, BEREA.

The Board, having learned that a strike occurred at the quarries of The Cleveland Stone company, at Berea, the Secretary of the Board visited that locality on June 17th and had interviews with the general superintendent of the company, the superintendent of the quarries and with the executive committee of L. A. 1387, K. of L., to which the men belonged. It appeared that, for several months, general dissatisfaction pre-

vailed among the men who claimed the company discriminated against union men by refusing them work and giving their places to nonunion men. They were also dissatisfied with the wages paid and desired that the rates previous to a reduction in wages which had occurred two years before be restored; that wages be paid twice a month instead of monthly and that none but union men be employed by the company.

The company, which employed about 500 men, on the other hand claimed, that owing to the business depression it could not find work for all the old hands and therefore had laid off a number of men without knowing whether they belonged to the union or not. It could not now pay former rates, but would advance wages as soon as business would permit.

The dissatisfaction continued until May 12th, when the men submitted the following agreement for the signature of the company.

BEREA, OHIO, May 12, 1896.

Cleveland Stone Company :

GENTLEMEN: For the last ten years your employees have received reduction after reduction in their wages, the last one being during the recent panic, when a reduction of 10 per cent. was made. The reduction was accepted without question by the men, they knowing of the general depression in business at that time. Last year while the men engaged in all other trades and callings received back the reduction made during the year previous, the wages of the quarrymen at Berea remained the same. So far this year, the wages of two years ago have been maintained. This, we believe, is an imposition on a body of men who have peaceably accepted the reductions made in previous years of depression.

During the past year, we organized an association of our calling believing that by so doing, we, as American workmen, would thus secure to ourselves what the constitution grants us, *i. e.*, the free right of assemblage which could not be abridged. Yet we find this spring that our officers who have been in the employ of the company for seventeen years cannot get work.

In view of this, we have decided to request you to enter into the following agreement with us through our organization.

JOS. WASTAK, Secy.,
L. A. 1387, K. of L.

AGREEMENT.

It is mutually agreed between the undersigned officers of the Cleveland Stone Company of the first part, and the Berea Stone Quarrymen's Union Local Assembly No. 1387, of the Knights of Labor, of the second part, all the parties to this agreement being of the cities of Berea and Cleveland, state of Ohio.

First—That the old employees refused work this spring be given their old positions.

Second—That the reduction of 10 per cent. in wages, made two years ago, be returned.

Third—That the company's representatives meet regularly with the representatives of our organization on the first day of April each year to fix wages for the year.

Fourth—That the company keeps in its employ none but members of our organization and agree to arbitrate any grievance that may arise from time to time.

Fifth—That wages be paid twice a month.

Sixth—That wages be paid during working hours.

The company refused to enter into the agreement and the men continued at work until June 11th, when nearly all went out on strike. A small force of nonunion men remained at work. Neither party had made any overtures to the other, or solicited an interview after the strike commenced. Such was the condition of affairs when the Secretary of the Board visited Berea on June 17th. He was in constant communication with the men and the company for several days endeavoring ineffectually to bring them together to settle the controversy. Mr. T. B. McGuire, a member of the General Executive Board of the Knights of Labor visited Berea and added his efforts to those of the Board to promote a settlement. Mass meetings of the strikers were held every day, some of which were attended by both men and women. The Board was untiring in its efforts to preserve the peace and frequently attended the union meetings and urged the members to respect the law and maintain order.

The presence of nonunion workmen in the quarries tended to excite and provoke the strikers and led to a conflict between the men and women on one side and the deputy sheriffs on the other, in which one man was shot and several others were more or less injured. In consequence of this and other acts of lawlessness, the military was ordered to the scene and remained on duty until the end of the strike.

While the company declared it had no objection to union men, it had, from the beginning of the trouble denied the men the right of representation through a union committee. On the other hand, the men refused to confer with their employers except through such committee. The strike continued without any material change until July 3d, when the men, through their agent, made application to the Board as follows:

APPLICATION.

To the State Board of Arbitration, Columbus, Ohio:

The undersigned hereby make application for the arbitration and conciliation of the controversy and differences existing between the undersigned and the Cleveland Stone company, growing out of the business of quarrying stone carried on at Berea, Ohio, by the Cleveland Stone company, who employ at this time not less than twenty-five persons in the same general line of business in the city of Berea county of Cuyahoga, Ohio.

The grievances complained of are: Reduction of wages in 1893 and restoration refused. Discharge of employees without good cause. Refusal to receive and treat with duly credentialed committee of employees. Refusal to pay every two weeks. Extortions by company and subordinates.

And we do hereby stipulate and agree that the decision of the Board shall be binding to the following extent, to-wit: In all particulars.

.....

Request is hereby made that no public notice of the time and place of the hearing of this application be given.

Dated at Cleveland, county of Cuyahoga, Ohio, this 3d day of July, 1896.

F. W. PRENTICE,

Agent for majority of Employees of the Cleveland Stone Co.

The investigation took place at Berea, July 14 and 15th, and at Cleveland, July 24th, due notice of which had been given to all parties.

A number of witnesses who had been employed at the various quarries were summoned, also the foreman, superintendent and general officers of the company, all of whom were given full opportunity to and did testify. During the afternoon of the third day, Mr. Nichol, general superintendent, said in reply to a question by the Board, "he had no objection to union men, as such, and while he objected to meeting outsiders, he was willing to meet a committee of the men on strike." This statement made while the Board was proceeding with the investigation, under section 14 of the Arbitration act, opened the way for an amicable settlement contemplated by that section, and the Board at once adjourned the investigation and arranged for a conference between the men and the company. The meeting took place at the office of the company at Berea, on Saturday, July 25th, and was remarkable for the spirit of fairness and good feeling manifested by all parties. As a result of the conference an amicable agreement was entered into, and the strike ended and the military was withdrawn.

The meeting designated four persons, including a member of the Board, to reduce the agreement to writing, which was done, and the agreement left with the Board with the understanding that it should not be given out for publication, and for that reason it is not inserted here.

The loss in wages to the men during the strike was \$19,500, and to the company, \$40,000. In addition to this, the state was required to pay almost \$10,400 for the service of the military during the trouble.

D. S. LEWIS' COAL WORKS, MINERSVILLE.

On June 23d, the miners employed at the D. S. Lewis Coal Works, made application to the Board for arbitration and conciliation of differences existing between them and the company. The men complained of the following grievances: "The coal screen not having sufficient pitch to let the coal run off, and the company have a man on the screen to push the coal over, which the miners claim is unjust and contrary to rules and customs."

At the time this application was received the Board was engaged in other cases, and notified the parties that as soon as its duties would permit the application would be heard. The Board further urged both parties to the controversy to endeavor to adjust their differences in a friendly manner. A few days later, information was received from the miners that the company had made the necessary change in the screen, and their differences were accordingly adjusted.

THE BROWN HOISTING AND CONVEYING MACHINE COMPANY, CLEVELAND.

On June 26th the Board received the following communication :

THE CITY OF CLEVELAND,
MAYOR'S OFFICE, June 25, 1896.

The State Board of Arbitration, Columbus, Ohio :

DEAR SIRs: It is my duty, according to law, to advise you of the strike that is at the Brown Hoisting and Conveying Machine company, by its employees. The business location of this company is at the corner of Hamilton and Belden streets here. The nature of the trouble comes from a reduction in wages, and the number of employees is from six to seven hundred men.

I hope that you will be kind enough to give this your considerate and prompt attention. No doubt your Board will be able to put itself in communication with employer and employees at an early date, and I trust in the end may be able to settle the important questions in dispute.

I have the honor to remain,

Yours very truly,

ROBERT MCKISSON, Mayor.

In response to this notice, and as required by the rules of the Board, the Secretary visited Cleveland and called on Mayor McKisson for information as to the cause and progress of the strike, and requested him to cooperate with the Board in its efforts to adjust the trouble. He also called on the executive committee of the locked-out men, who made the following written statement as being the cause of the controversy :

"On April 21, 1896, four boiler makers were discharged for refusing to work two hours' overtime for less than time and one-half, which is the average rate of overtime in all shops in Cleveland.

"On April 28, 1896, twenty-three helpers in above mentioned boiler shop were discharged for refusing to do boiler maker's work. Shortly after this a committee from the machine, pattern, blacksmith and bridge shops waited on Mr. W. B. Hess, superintendent, and asked for a half holiday on Saturday—it being a legal half holiday in the state. The matter was laid before Mr. Alexander Brown and it was decided to take each man's vote on the question. The result was 685 in favor and 82 against the Saturday half holiday.

"A promise was made to the committee that if a majority voted for a half holiday it would be granted. The men decided to take the half holiday on the following Saturday—having received no answer from the firm. At 11:30 A. M. notice was posted to the effect that, owing to the great number of orders on hand, the company would be unable to grant our request. It had previously been decided that if no answer was given we would take the afternoon off.

"On the following Tuesday, one of the men who acted on the committee was discharged for a very slight misdemeanor, and another was discharged for no reason at all. The men refused to go back to work until one of these men was reinstated—the one that was discharged for leaving his machine running with no feed on, to—procure a five-inch flat end gauge used for sizing the work in his lathe at that time this man was reinstated. About a week after this, two machinists were discharged for refusing to do boiler maker's work, which was roughly executed by incompetent workmen who took the places of the men who were discharged for refusing to work

unless they received time and one-half for overtime. A committee waited on Mr. Alexander Brown, requesting that these men be reinstated. He politely refused to deal with or recognize a committee representing a body of workmen, claiming it was impossible for three men to state the grievances of two hundred and twenty men. The committee left Mr. Brown's office at 11:15 A. M. Monday, May 25th.

"The same day at 11:30 A. M. Mr. Hess, being duly authorized by Mr. Brown, discharged every man employed at the works of the company. The foregoing are the facts leading up to the present situation.

"We have used all honorable means to settle the difficulty but our efforts have been fruitless.

After a general talk with the executive committee as to the importance of a speedy settlement, the Secretary called on the officers of the company, who with their attorneys received him cordially and talked freely of the trouble. They claimed that they had been doing business for years, had always dealt justly with their employees and had never had any difficulty with the men until the present; that the company had always dealt with its hands as individuals, claiming the right to hire and discharge the employees as the interests of the concern demanded; that recently these rights had been interfered with by certain employees, who refused to work as the company required, and by committees, who demanded the reinstatement of discharged men; that believing such conduct on the part of the men and their committees would destroy discipline in the works and seriously interfere with the successful operation of the business, the company determined that in the future, as in the past, it would hire and deal with each employee as an individual; that it would not entertain any grievances, demands, or dictations from any committee or other representatives of the men; and that it would, in all respects manage its works as it deemed best, and would recognize no union among its employees and that such were the rights of the company and it would maintain them.

The company seemed firm in the stand it had taken, and one of its attorneys declared "it would maintain its position if money and power of the state can do it." Immediately preceding the lockout (and as the company claimed) in consequence of attempted interference with its rights and business, the following notice was posted in the works, a copy of which was handed to the Secretary by the company.

CLEVELAND, OHIO, May 25, 1896.

To the individual Employees of The Brown Hoisting & Conveying Machine Co. :

I am credibly informed that there exists among some of the company's employees a misunderstanding or uncertainty as to the way the various employees are employed and what is expected of them in their work with the company. To make this matter entirely clear to each and every individual, in justice to all concerned, the company deems it necessary to stop work at 11:30 A. M. to-day, and has requested the superintendent, Mr. W. B. Hess, to discharge each man individually as he passes out of the shop at this hour, which all are requested to do. Those who desire to reenter the service of the company will apply to the superintendent, Mr. W. B. Hess, this afternoon at any time after 12 o'clock.

(Signed)

ALEXANDER E. BROWN,
Vice President and General Manager.

In accordance with this notice, the men in all departments were discharged. Some of them had worked for the company only a few months, while others had been in its service for years and were skilled in their line of work and in all respects desirable. Only a few of the men applied for reemployment. They generally expressed themselves as having been discharged without cause and refused to reenter the service of the company under the terms of the foregoing notice. Such was the beginning of the Brown lockout.

The next day, May 26, 1896, the company made the following statement in the columns of the daily papers of Cleveland, copies of which were furnished the Board by the vice president and general manager :

"The Brown Hoisting & Conveying Machine company, having found among many of its newer employees there was some misunderstanding as to the method or way in which the company engaged and dealt with the men in its service ; and as the company wished to clear up any and all such wrong impressions, and to start again at once on a perfect understanding with each and every workman, it notified the men at noon to-day that for this purpose it would discharge all men at the noon hour, and requested at the same time all who wished to reenter the company's employ to report to the superintendent for reengagement, after 12 o'clock.

It was explained to each individual as he applied for reengagement that the company employed him only as an individual, and dealt with him as such while in its service, and that each man was paid strictly according to what his services were worth to the company, as there was no scale of wages now, and never had been, for any classes or bodies of men ; that each man was responsible for his acts to the company only, and the company was responsible to him as an individual only, and could only deal with him as such.

Many of the men were reemployed this afternoon without being charged with loss of time and the shops were running during the day.

ALEXANDER E. BROWN,
Vice President and General Manager.

Finding that only a few of the old hands responded to its terms of reemployment, the company at once endeavored to secure new men. This was attended with considerable difficulty, the old hands prevailing on the new ones to cease work almost as fast as they were engaged. Matters continued in this way until June 11th, when the company issued the following notice, a copy of which was mailed to each of their former employees :

NOTICE.

The Brown Hoisting & Conveying Machine company desires to state that its purpose in issuing its notice of May 25, was to give all employees an opportunity by application to the superintendent of becoming thoroughly acquainted with its rules and regulations. It regrets that misunderstandings have arisen with its men, and in order to make its present position entirely clear gives the following notice :

First—A half holiday on Saturday afternoons will be granted to its men.

Second—For all work over ten hours required by the company at the shops of the company in Cleveland, Ohio, one half ($\frac{1}{2}$) extra pay per hour will be allowed.

Third—Former employees, applying to the company before 12 o'clock, noon, on Tuesday, June 16, 1896, will be reengaged, whether they are members of labor organizations or not (unless they are unsatisfactory to the company for other reasons).

THE BROWN HOISTING & CONVEYING MACHINE CO.,

By Alexander E. Brown, Vice President & General Manager.

Cleveland, Ohio, June 11, 1896.

Soon after the trouble commenced, Mr. James O'Connell, Grand Master of the International Association of Machinists, visited Cleveland as the representative of about 200 machinists who had previously been employed by the firm. As showing the disposition of the men in the matter, we append the following communication, which explains itself:

CLEVELAND, OHIO, June 13, 1896.

ALEXANDER BROWN, General Manager:

DEAR SIR: Realizing to the fullest extent the strained relations now existing between your company and the employees, and knowing full well the great losses that are being sustained by both sides, and that the public mind is nerved to the highest pitch for fear of a further spreading of the existing difficulties, and in order to prevent further loss to your company, the men and the public, I beg to submit the following proposition:

That the differences now existing be submitted to a board of arbitration to consist of five representative men of Cleveland, your company to select two, the men two, and the four gentlemen to select one, who shall act as umpire. I pledge on behalf of the men, that they will abide by the decision rendered by the gentlemen selected.

Trusting you will give this proposition due consideration and that your reply will be favorable to the same, I am,

Yours truly,

JAMES O'CONNELL,

Grand Master International Association of Machinists.

The Board is not informed as to what reply, if any, Mr. Brown made to the foregoing letter. On June 15th, Mr. O'Connell held a conference with Mr. Leeds, representative of the company. They discussed the situation, but failed to reach a settlement as is shown by the following telegram:

CLEVELAND, OHIO, June 18, 1896.

JAMES O'CONNELL, Monon Building, Chicago, Ill.:

Cannot get company to consent that all future differences shall be exclusively settled through committee.

EDWARD L. LEEDS.

Such was the situation when the Secretary appeared on the ground in response to the notice from Mayor McKisson.

The representative of the Board tried to persuade the company to meet a committee of the men in conference with the Board, not for investigation or arbitration, but for a friendly talk with the view of reaching an amicable settlement. The firm declined to enter into such conference and urged the Board to confer with Mr. O'Connell. The men also desired Mr. O'Connell to meet the Board. Being anxious for a con-

ference and a speedy adjustment, and knowing that the company through Mr. Leeds had previously met and discussed the matter with Mr. O'Connell and tried to arrange terms of settlement with him, and feeling assured that it would confer with him again, the Secretary telegraphed Mr. O'Connell to return to Cleveland. He responded at once and after consultation, the Secretary invited Mr. O'Connell to accompany him to the office of Mr. Brown.

They were met by the attorney for the company, who stated that while Mr. Brown would be pleased to see any representative of the Board, he would not meet or confer with Mr. O'Connell.

The Secretary made a personal appeal to Mr. Brown to admit Mr. O'Connell to the conference, explaining that he was anxious to settle the trouble; that the company had urged the Board to see him; that he had traveled over three hundred miles to be present and lend his influence to end the trouble; that his presence afforded an opportunity for friendly negotiations; that to recognize him would be a step in the direction of peace, and therefore the company should admit him and thus manifest their desire for a settlement. The appeal was of no avail. Mr. Brown was fixed in his purpose and positively refused to have any dealings whatever with Mr. O'Connell.

Failing to bring about a conference, the secretary, in company with Mr. O'Connell, called on the officers of the Chamber of Commerce, the Mayor and other prominent men and invited their cooperation. All regretted the unfortunate situation and seemed willing to aid in the work of adjustment but none were able to suggest any means of restoring peaceful relations.

The Board met at Cleveland July 1st, and earnestly endeavored by mediation and conciliation to effect an amicable settlement between the parties. The men demanded the right to be represented by committee. This the company refused to concede and required each individual employee to act for himself.

Repeated efforts were made to induce the officers of the company to confer with a committee of the men or their official representative, or to agree to submit the matters of difference to a local board of arbitration, all of which they declined. They had declared their position before the public and would maintain it, at whatever cost.

The situation had become alarming. As already stated, the company was endeavoring to operate the works with nonunion men whose presence was offensive to the lockedout men and their friends. The executive committee privately and publicly counseled peace, but their advice was unheeded.

While there were only 750 to 800 lockedout men, it was a matter of almost daily occurrence that when the nonunion men left the works in the evening they would be met by great crowds, largely friends and sympathizers of the old hands, some of whom greeted them with jeers

and derision. Lawlessness and violence followed, resulting in two deaths.

The Board was in constant communication with the company and the men employing all the means at its command to bring the parties together to settle their differences and were unceasing in their efforts to restore peace and order. The men were at all times ready to join in friendly conference with the company and seemed willing to make any reasonable concession necessary to a settlement. On the other hand, the company refused to participate in such meeting, or to confer with any of the lockedout men except as individuals.

The following self-explanatory letter was sent by the company to the old hands:

THE BROWN HOISTING & CONVEYING MACHINE COMPANY,
CLEVELAND, OHIO, July 10, 1896.

DEAR SIR: If you are satisfied with the system and methods of this company, in its business relations with employees, as indicated and modified for Saturday half holidays, and for half extra pay per hour for all work over ten hours, in our circular letter of June 11, and believe the record of the company for the past fourteen years is a sufficient guaranty of continued liberal and just treatment, we shall be glad to have you notify us by mail to that effect before the 15th inst., so that if you are not already employed we can notify you when we can give you work.

No change in the methods of this company is thought of or will be made, all outside representations to the contrary notwithstanding.

Respectfully yours,
THE BROWN HOISTING & CONVEYING MACHINE CO.,
By ALEX. E. BROWN, Vice President and General Manager.

This letter produced little if any change in the situation. Lawlessness continued. The lockedout men offered to furnish (without pay) a sufficient number of reliable men to preserve the peace in the vicinity of the works, but the offer was refused by the mayor. The police seemed unable to maintain the law and on July 15, the mayor called upon the military, who at once restored order. Notwithstanding the frequent and almost daily refusal of the company to meet the men, or to participate in any friendly negotiations with them, looking to a settlement, the Board did not relinquish its efforts in that direction. At the earnest solicitation of Mr. Little, President Brown considered a proposition to meet a representative of the men with the Board, but before the interview could take place the following letter was received:

THE BROWN HOISTING & CONVEYING MACHINE COMPANY,
CLEVELAND, July 10, 1896.

DEAR GENERAL: Upon reconsideration, it is thought that any meeting with other than yourselves might be open to misconstruction and do injustice to our declared position in the controversy. We regret, therefore, that we cannot quite meet your suggestions of this morning.

We will be glad to meet both you and Mr. Bishop at any time you desire to see us.
Very truly yours,

GENERAL JOHN LITTLE, Forest City House, City. FAYETTE BROWN.

In reply to the above letter, Mr. Little, for the Board, sent the following :

CLEVELAND, OHIO, July 11, 1896.

MR. FAYETTE BROWN, City:

DEAR SIR: Your note of yesterday is before me. It need scarcely be said we had strongly hoped you would reach a different conclusion. The meeting suggested, it seemed to us, might probably open the way to an adjustment of differences on a basis mutually beneficial to the parties immediately concerned and promotive of the public interests as well.

You will pardon me for saying such is still our feeling. The situation impresses us as one making a speedy settlement on all accounts more than ordinarily desirable. We trust, therefore, you may find some way (that proposed not being satisfactory) of soon reaching the desired result.

Very truly,

JOHN LITTLE.

The lockout had now been going on about seven weeks. During that time unceasing efforts had been made by the Board to accomplish an amicable settlement between the parties, or to induce them to submit the matters in dispute to a local board of arbitration as provided by law. Its efforts, however, were unavailing.

On July 14th, the men filed the following application with the Board :

APPLICATION.

To the State Board of Arbitration, Columbus, Ohio:

The undersigned hereby makes application for the arbitration and conciliation of the controversy and differences existing between the undersigned, representing employees, and The Brown Hoisting & Conveying Machine company growing out of the business of manufacturing, hoisting and conveying machinery carried on at said company's works at Cleveland, Ohio, by The Brown Hoisting & Conveying Machine company who employ at this time not less than twenty-five persons in the same general line of business in the city of Cleveland, county of Cuyahoga, Ohio.

The grievances complained of are:

First—Said company refuse to pay its employees at the rate of an hour and a half for each hour said employees work in excess of a day, consisting of ten hours.

Second—Said company refuses to allow said employees the one half holiday on Saturday afternoon, as provided by law.

Third—Said company discharged without cause and refuses to reinstate two machinists, by name William Robinson and James Fergus.

Fourth—Said company refuses to recognize or confer with any committee composed of its employees representing said employees and refuse to treat with said employees except as individuals.

Fifth—On May 25, 1896, said company locked out and discharged said employees without cause.

The undersigned hereby promise and agree to continue on in business or at work (as the case may be) in the same manner as at the present time, without any lockout or strike, until the decision of the Board, if it shall be made within ten days of the date of filing of this application.

And we do hereby stipulate and agree that the decision of the Board shall be binding upon us to the following extent, to wit :

Request is hereby made that no public notice of the time and place of the hearing of this application be given.

Dated at Cleveland, County of Cuyahoga, Ohio, this 14th day of July, 1896.

E. B. MYERS,
Employees' Agent.

Pending its further efforts at settlements, the Board, on full consideration, determined to investigate the causes of the controversy, and ascertain which party thereto was mainly responsible for the existence or continuance of the same, as provided by section 14 of the Arbitration law. Accordingly, as well as in pursuance of the foregoing application, it fixed the time and place of hearing, and in addition to the public notice sent the following communication to the company:

OFFICE OF STATE BOARD OF ARBITRATION,
CLEVELAND, OHIO, July 14, 1896.

The Brown Hoisting & Conveying Machine Co., City:

GENTLEMEN: Pursuant to law, there will be an investigation by this Board into the matters of difference between you and your recent employees at Court Room No. 5, Old Court House in Cleveland, beginning at 9 o'clock A. M. on Thursday July 18, 1896. If there are any witnesses you desire to have subpoenaed, please send us their names and addresses to Room 67, Forest City House.

Very respectfully,

THE STATE BOARD OF ARBITRATION,
JOSEPH BISHOP,
Secretary.

In reply to the above notice the company sent the following:

THE BROWN HOISTING & CONVEYING MACHINE COMPANY,
CLEVELAND, O., July 16, 1896.

The State Board of Arbitration, 67 Forest City House:

GENTLEMEN: We beg to acknowledge receipt of your communication of the 14th inst., with its enclosed notice of an investigation to be undertaken under the statute by your Board into certain matters therein indicated, and asking that we send you the names of any witnesses we desire subpoenaed in the connection. We are not sufficiently familiar with the various points as to which the Board especially desires testimony, to specify what witnesses will be required, and would not therefore seem to limit the inquiry by naming particular witnesses. We assure you however, that our manager, shop superintendent and general officers will attend and testify according as you signify and require, and that as far as possible, without being a party to the proceedings, we will in all respects endeavor to facilitate your duties in the premises.

Very respectfully,

THE BROWN HOISTING & CONVEYING MACHINE CO.,
By FAYETTE BROWN,
President.

The hearing took place at the Old Court House, Cleveland, July 16th and 17th. Both parties were represented in person and by counsel, and in all matters aided the Board in the investigation. Full opportunities were given all who desired to testify. Other witnesses were subpoenaed and examined as circumstances required.

During the afternoon of the second day, Mr. Fayette Brown, President of the Company, in reply to a question said if the men gave two or three of their number authority to call on him he would meet and talk with them. This was looked upon by the men as something of a concession in the direction of receiving a committee and in the judgment of the Board opened the way for further efforts at settlement. Accordingly the Board adjourned the investigation and at once renewed its efforts towards an amicable adjustment.

The next day, Saturday, July 18th, the following letter was handed to the Board:

THE BROWN HOISTING & CONVEYING MACHINE COMPANY,
CLEVELAND, OHIO, July 18, 1896.

TO MESSRS. OWEN, LITTLE AND BISHOP, Cleveland, O.:

GENTLEMEN: Having learned at the hearing yesterday that some of our late employees desire to confer with me personally, I repeat the statement in my letter to Mr. Myers of July 15, 1896, of which you have a copy, to the effect that such of our late employees as wish to confer with me can freely do so. For convenience sake, I appoint Monday, July 20, 1896, at 11 o'clock A. M., as the time and our office room, 301 Perry-Payne building, as the place for such meeting. I have addressed letters to some of our former employees telling them that if they desire, I will meet them at that time.

I make this statement to you in order that you may be kept fully advised.

Very respectfully, yours,

FAYETTE BROWN, President,
The Brown Hoisting & Conveying Machine Company.

As will be seen by the above letter, Mr. Brown agreed to meet a few men of his own selection. This was acceptable to the Executive Committee and the general meeting, but when the parties came together on the invitation of President Brown, it was found that nonunion workmen were present to confer with the locked-out employees. The interview was short and without any good results. Instead of promoting a settlement the action of the company in inviting nonunion workmen to the conference tended only to aggravate the situation.

The Board continued its endeavors to bring the company and the locked-out men together and through its solicitation, representatives of the company met the representatives of the men, including Mr. O'Connell, at the rooms of the Board and after hours of discussion agreed upon terms of settlement as follows:

"Our late employees can resume employment at our works as fast as we can furnish them work, and by-gones shall be by-gones, except any such as we believe to have been engaged in violation of law since the 25th of May.

"In order to avoid confusion and disappointment at the works, we request each former employee who desires employment to notify us at the works and await notice from us of our having work to set him at.

"Our contract of employment will continue to be individual with each man, and we will continue to endeavor to do justice to each man.

"If, in the future, a clear majority of the men in any department shall find it desirable after failure of foreman and superintendent to adjust the matter, to send us a duly credited representative or representatives designated for the occasion to make known to us a supposed common grievance, we will receive such communication as it is so brought us, investigate the facts, and consider it as wisely as we may and make such definite answers to our employees on such subjects as we may consider just and proper."

This was submitted to the men at their meeting on the next day and its acceptance advocated by their attorney and Mr. O'Connell, as well as by members of the Board. It was, however, opposed by some labor leaders not connected with the employees, and on a *viva voce* vote was rejected, almost unanimously.

The Board allowed the matter to rest in this situation while it took up the Berea subject, after the settlement of which it again gave its attention to the Brown case.

After repeated conferences with the parties, the following proposition of settlement was favorably considered by representatives of each of the parties and through the Board submitted to the men on July 27th, for their action, to-wit :

"Our late employees can resume employment at our works as fast as we can furnish them work.

"In order to save confusion and disappointment at the works, we request each former employee who desires employment, to notify us at the works or by letter and await notice from us of our having work to set him at.

"Our contract of employment will continue to be individual with each man, and we will continue to endeavor to do justice to each man.

"All employees shall bring their grievances or complaints—first, before their foreman, but if not satisfactorily adjusted by the latter, they may then bring them before the superintendent, and after him before the manager; and all such complaints or grievances shall receive careful consideration."

The employees unanimously voted to accept the same with the understanding that it should be submitted to the Brown Company through a committee appointed by them for the purpose, and if the company should receive the committee and accept the proposition, then the committee were empowered to declare the strike at an end.

On the same day, the president of the company, Mr. Fayette Brown, attended by another member, met the committee at the rooms of the Board and cordially greeted them. Being informed of the action of the men, he read the foregoing proposition aloud in their presence, and said: "Gentlemen, if this is satisfactory to you, it is to us." The committee responded that it was entirely satisfactory to the men and thereupon declared the strike at an end.

The Board accompanied the committee, with Mr. L. A. Russell, their attorney, and Mr. O'Connell, to the headquarters of the men when they were assembled and the committee reported to them the acceptance of the proposition by the company, when they, amid general rejoicings, also declared the strike off. The withdrawal of the militia immediately followed.

The Board has no authentic figures on the subject, but the loss to the men and to the company must have amounted to several hundred thousand dollars. The cost to the city of Cleveland exceeded ten thousand dollars and to the state eighteen thousand dollars.

The controversy between these parties having been thus amicably settled, through the mediation of the Board, it did not feel authorized under the law to give public expression as to its cause, or as to which if either party was blame worthy therefor, as it would have done had a settlement not been reached.

Some days after the settlement of the Brown lockout, it being reported in the newspapers that another controversy had arisen between the company and its employees, resulting in disorder, the Secretary, by direction of the Board, again visited Cleveland, and found that the executive committee of the employees had directed the men to cease work, because of an alleged breach by the company of the agreement of July 27th.

A portion did cease work, but how many the Secretary was not advised.

The company denied the breach. On the contrary, it claimed to be carrying out the agreement in good faith. There was nothing in the situation that seemed to call for the further interposition of the Board, and such was the opinion of both the employees and the company.

The mass meetings of the men had been discontinued and there was no excitement or indication of commotion or disorder. That feature of the old controversy which at times seemed to threaten the public peace was entirely done away with by the settlement, so that the Board concluded that there was no call for any further action in the premises by it.

S. A. JACOBS SHOE FACTORY, CLEVELAND.

On July 19th a strike occurred in the bottoming department of the Jacobs Shoe Factory at Cleveland. The firm employed about 115 hands, forty of whom went out on strike on the above date against a reduction of wages. The Board conferred with each party on the subject of their differences and on July 27th brought them together at the factory in friendly conference.

The classes of work and the differences in prices as set forth by the company and the men are as follows :

CLASSES OF WORK.	EMPLOYERS' CLAIM.		EMPLOYEES' CLAIM.	
Work on heeler.....	\$0	50 per 100 pairs	\$0	65 per 100 pairs.
" " and trimmer.....	40	" "	50	" "
Edge trimming.....	75	" "	85	" "
Spring heel	1	35	1	50
Misses' spring heel.....	1	25	1	50
Children's "	1	10	1	25
Edge, setting woman's blk. edge.....	75	" "	1	00
Imitation turn blk. edge	1	00	" "	
Turns and red imitation.....	1	00	1	25
Turns.....	1	00	1	50
Turns, woman's welts.....	1	50	1	75
" " spring heels.....	1	25	1	75
" Misses' "	1	25	1	25
" Children's "	1	15	1	25

During the conference, occupying the afternoon, the parties were brought to agreement as to all the items of difference save two or three, when an adjournment was taken to the rooms of the Board for that evening when the parties (the men being represented by a committee) met and further considered their remaining differences.

Being unable to agree and about to adjourn the Board placed them under subpoenae and informed them they could not leave for the present. They, thereupon, renewed their efforts towards an adjustment and in less than an hour reached the following agreement. The strike was then declared off and the next day the hands resumed work.

AGREEMENT.

CLEVELAND, OHIO, July 28, 1896.

Prices agreed to between S. A. Jones & Company and their employees:

Heeling	\$0	50 per hundred.
Heel trimming	40	"
Breasting	20	"
Edge trimming.....	75	"
Edge, woman's spring heels.....	1	50
" Misses' "	1	35
" Childs' "	1	10

EDGE SETTING.

Woman's McKay black edge.....	\$0	90 per hundred.
" imitation turns and turns blk. edge.....	1	10
" " " red "	1	25
" welts	1	75
" spring heels.....	1	25
Misses' "	1	25
Children's "	1	15

THOMAS HOBAN, for Employees.

T. E. DURKEE, for S. A. Jacobs & Co.

The strike ended July 28th, the men having been out nine days.

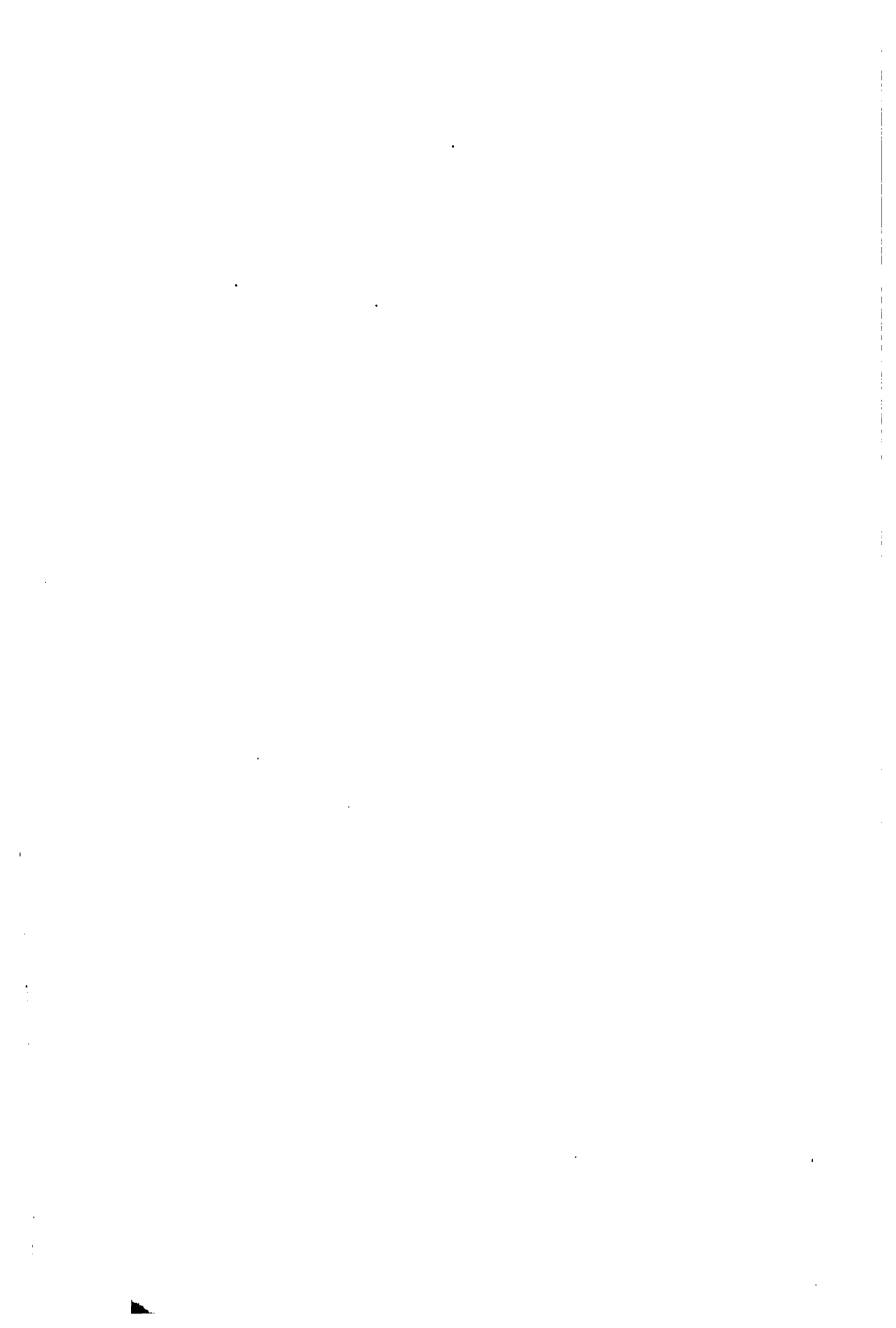
GRAFTON STONE COMPANY, GRAFTON.

On October 13th, the Board received notice of a strike at the quarries of the Grafton Stone company, employing about 100 men. The strike commenced on Thursday, October 1st. The Secretary visited the locality and after making inquiries as to the cause of the trouble, requested a conference of the company, a committee of the men and the district officers of the union, to which all parties promptly agreed.

The conference was held October 16th. The men claimed the company had discharged a number of union men at different times during the month of September and believing the company was opposed to the union and intended to discharge all those connected with it, they went on strike for the reinstatement of the discharged men and the recognition of their organization. The company stated that none of the men had been discharged but on account of dull trade, it had laid off some of the hands not knowing at the time whether they were union or nonunion men, intending to give them work again as soon as business would permit.

The men went on strike without giving the company notice of their intention to do so. After the men ceased work, new hands were hired to operate the quarry, who were still at work. The company assured the committee that there was no objection to any of the old hands because they belonged to the union; that they would all be given employment as soon as it could find work for them; that it would always receive committees or other representatives of the men as occasion might require; and with the exception of two or three men already engaged, it would not hire any more new hands.

Another conference was held the next morning when each party made substantially the same statement. At the close of the second conference, the men held a meeting which was attended by the Secretary of the Board and a representative of D. A. 47, K. of L., both of whom advised the men to declare the strike off which was accordingly done.



THE LAW

(With Brief Epitome

AND

RULES OF PROCEDURE

OF THE

State Board Relating to Arbitration.

Summary (not complete) of the Arbitration Act.

1. OBJECT AND DUTIES OF THE BOARD.

The State Board of Arbitration and Conciliation is charged with the duty, upon due application or notification, of endeavoring to effect amicable and just settlements of controversies or differences, actual or threatened, between employers and employees in the state. This is to be done by pointing out and advising, after due inquiry and investigation, what, in its judgment, if anything, ought to be done or submitted to by either or both parties to adjust their disputes; of investigating, where thought advisable, or required, the cause, or causes of the controversy, and ascertaining which party thereto is mainly responsible or blameworthy for the continuance of the same.

2. HOW ACTION OF THE BOARD MAY BE INVOKED.

Every such controversy or difference *not involving questions which may be the subject of a suit or action in any court of the state*, may be brought before the Board; *provided*, the employer involved employs not less than twenty-five persons in the same general line of business in the state.

The aid of the Board may be invoked in two ways:

First—The parties immediately concerned, that is, the employer or employees, or both conjointly, may file with the board an application which must contain a concise statement of the grievances complained of, and a promise to continue on in business, or at work (as the case may be), in the same manner as at the time of the application, without any lockout or strike, until the decision of the Board, if it shall be made within ten days of the date of filing said application.

A joint application may contain a stipulation making the decision of the Board to an extent agreed upon by the parties, binding and enforceable as a rule of court.

An application must be signed by the employer or by a majority of the employees in the department of business affected (and in no case

by less than thirteen), or by both such employer and a majority of employees jointly, or by the duly authorized agent of either or both parties.

Second—A mayor or probate judge when made to appear to him that a strike or lockout is seriously threatened, or has taken place in his vicinity, is required by the law to notify the Board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employees involved, so far as he can. When such fact is thus or otherwise duly made known to the Board, it becomes its duty to open communication with the employer and employees involved, with a view of adjustment by mediation, conciliation or arbitration.

3. WHEN ACTION OF THE BOARD TO CEASE.

Should petitioners filing an application cease, at any stage of the proceedings, to keep the promise made in their application, the Board will proceed no further in the case without the written consent of the adverse party.

4. SECRETARY TO PUBLISH NOTICE OF HEARING.

On filing any such application the Secretary of the Board will give public notice of the time and place of the hearing thereof. But at the request of both parties joining in the application, this public notice may, at the discretion of the Board, be omitted.

5. PRESENCE OF OPERATIVES AND OTHERS, ALSO BOOKS AND THEIR CUSTODIANS, ENFORCED AT THE PUBLIC EXPENSE.

Operatives in the department of business affected, and persons who keep the records of wages in such department, and others may be subpoenaed and examined under oath by the Board, which may compel the production of books and papers containing such records. All parties to any such controversy or difference are entitled to be heard. Proceedings before the Board are conducted at the public expense.

6. NO COMPULSION EXERCISED, WHEN INVESTIGATION AND PUBLICATION REQUIRED.

The Board exercises no compulsory authority to induce adherence to its recommendations, but when mediation fails to bring about an adjustment it is required to render and make public its decision in the case. And when neither a settlement nor an arbitration is had because of the opposition thereto of one party, the Board is required at the request of the other party to make an investigation and publish the conclusions.

7. ACTION OF LOCAL BOARD—ADVICE OF STATE BOARD MAY BE INVOKED.

The parties to any such controversy or difference may submit the matter in dispute to a local board of arbitration and conciliation consisting of three persons mutually agreed upon, or chosen by each party selecting one, and the two thus chosen selecting the third. The jurisdiction of such local board as to the matter submitted to it is exclusive but it is entitled to ask and receive the advice and assistance of the State Board.

8. CREATION OF BOARD PRESUPPOSES THAT MEN WILL BE FAIR AND JUST.

It may be permissible to add that the act of the General Assembly is based upon the reasonable hypothesis that men will be fair and just in their dealings and relations with each other when they fully understand what is fair and just in any given case. As occasion arises for the interposition of the Board, its principal duty will be to bring to the attention and appreciation of both employer and employees, as best it may, such facts and considerations as will aid them to comprehend what is reasonable, fair and just in respect of their differences.

The Arbitration Act.

AS AMENDED MAY 18, 1894, AND APRIL 24, 1896.

AN ACT

To provide for a state board of arbitration for the settlement of differences between employers and their employees and to repeal an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employees," passed February 10, 1885.

State board of arbitration and conciliation; appointment and qualifications of members.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio*, That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employee or an employee selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the governor; and provided, also, that appointments made when the senate is not in session may be confirmed at the next ensuing session.

Term.

SECTION 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner above provided.

Vacancy; removal.

If, for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

Oath.

SECTION 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman, and one of their number as secretary. The board shall, as soon as possible, after its organization, establish such rules of procedure as shall be approved by the governor.

Chairman and secretary.

Rules of procedure.

SECTION 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state, exists between an employer (whether an individual, copartnership or corporation) and his employees, if, at the time he employs not less than twenty-five persons in the same general line of business in this state, the board shall, upon application as hereinafter provided and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before them, advise the respective parties what, if anything ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers cooperating with respect to any such controversy or difference, and the term employees includes aggregations of employees of several employers so cooperating. And where any strike or lockout extends to several counties, the expenses incurred under this act not payable out of the state treasury, shall be apportioned among and paid by such counties as said board may deem equitable and may direct.

Adjustment of differences between employer and employees.

As amended April 24, 1894.

Expenses, how paid.

SECTION 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

Written decision in case of failure of such mediation.

SECTION 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy, and shall be signed in the respective instances by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board.

Application for arbitration and conciliation.

SECTION 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application, without any lockout or strike, until the decision of said board, if it shall be made within ten days of the date of filing said application; provided, a joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and such decision to such extent may be made and enforced as a rule of court in the court of common pleas of the county from

Contents of application as amended May 18, 1894.

May contain stipulation that decision shall be binding and such decision may be enforced.

which such joint application comes, as upon a statutory award.

Notice of time and place for hearing controversy.

SECTION 8. As soon as may be, after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

Failure to perform promise made in application.

As amended May 18, 1894.

SECTION 9. The board shall have power to subpoena as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief, or otherwise, to have knowledge of the matters in controversy or dispute, and any who keeps the records of wages earned in such departments, and examine them under oath touching such matters, and to require the production of books or papers containing the record of wages earned or paid. Subpoenas may be signed and oaths administered by any member of the board. A subpoena or any notice may be delivered or sent to any sheriff constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasurer of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the board that such fees are correct and due. And the board shall have the same power and authority to maintain and enforce order at its hearings and obedience to its writs of subpoena as by law conferred on the court of common pleas for like purposes.

Power to summon and examine witnesses, administer oaths, and require production of documents.

Subpoenas or notices, how served.

Authority to enforce order at hearings and obedience to writs of subpoena.

Submission of controversy to local board of arbitration and conciliation; selection of such board; chairman.

SECTION 10. The parties to any controversy or difference, as described in section 4 of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

Powers and jurisdiction of local board; decisions of such board.

SECTION 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may

ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

SECTION 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitrators exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

Compensation of members of local board.

SECTION 13. Whenever it is made to appear to a mayor or probate judge in this state that a strike or lockout is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employees involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in this state, involving an employer and his present or past employees, if at the time he is employing, or, up to the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in the state, it shall be the duty of the state board to put itself in communication, as soon as may be, with such employer and employees.

As amended April 24, 1896.

Mayor or probate judge to notify state board of strike or lockout.

State board to communicate with employer and employees.

SECTION 14. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or, if that seems impracticable, to endeavor to persuade them to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 9 of this act; provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such investigation and publication shall, at the request of the other party, be had. And the expense of any publication under this act shall be certified and paid as provided therein for payment of fees.

As amended April 24, 1896.

State board to endeavor to effect amicable settlement or induce arbitration of controversy. Investigate and report cause thereof and assign responsibility.

Expense of publication, how paid.

SECTION 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five

Fees and mileage of witnesses subpoenaed by state board.

cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said state board shall certify the amount due each witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasury of said county for the said amount.

As amended
May 18, 1894.

Annual report
of state board

SECTION 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employees.

Compensation
and expenses
of members of
state board;
rooms for
meeting in
capitol.

SECTION 17. The members of said board of arbitration and conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall, quarterly, certify the amount due each member and on presentation of his certificate the auditor of state shall draw his warrant on the treasury of the state for the amount. When the state board meets at the capitol of the state, the adjutant general shall provide rooms suitable for such meeting.

Repeals.

SECTION 18. That an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employees," of the revised statutes of the state, passed February 10, 1885, is hereby repealed.

SECTION 19. This act shall take effect and be in force from and after its passage.

Rules of Procedure.

1. Applications for mediation contemplated by section 6 and other official communications to the board must be addressed to it at Columbus. They shall be acknowledged and preserved by the Secretary, who will keep a minute thereof, as well as a complete record of all the proceedings of the board.

2. On the receipt of any document purporting to be such application, the Secretary shall, when found or made to conform to the law, file the same. If not in conformity to law, he shall forthwith advise the petitioners of the defects with a view to their correction.

3. The Secretary shall furnish forms of application on request.

4. On the filing of any such application the Secretary shall, with the concurrence of at least one other member of the board, determine the time and place for the hearing thereof, of which he shall immediately give public notice by causing four plainly written or printed notices to be posted up in the locality of the controversy, substantially in the following form, to-wit :

STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION, }
COLUMBUS, O.,....., 189...

PUBLIC NOTICE.

The application for arbitration and conciliation between.....
employer, and.....employees, at.....
....., in.....County,
will be heard at....., on the.....
day of....., 189.., at o'clock..... M.

THE STATE BOARD OF ARBITRATION.

By Secretary,

5. The Secretary, as far as practicable, shall ascertain in advance of the hearing what witnesses are to be examined thereat, and have their attendance so timed as not to detain any one unnecessarily, and make such other reasonable preparations as will, in his judgment, expedite such hearing.

6. Witnesses summoned will report to the Secretary their hours of attendance, who will note the same in the proper record.

7. Whenever notice or knowledge of a strike or lockout, seriously threatened or existing, such as is contemplated by section 13, shall be communicated to the board, the Secretary, in absence of arrangements to the contrary, after first satisfying himself as to the correctness of the information so communicated by correspondence or otherwise, shall visit the locality of the reported trouble, ascertain whether there be still serious difficulty calling for the mediation of the board, and if so, arrange for a conference between it and the employer and employees involved, if agreeable to

them, and notify the other members of the board; meantime gathering such facts and information as may be useful to the board in the discharge of its duties in the premises.

8. If such conference be not desired, or is not acceptable to either or both parties, the Secretary shall so report, when such course will be pursued, as may, in the judgment of the board, seem proper.

9. Unless otherwise specially directed, all orders, notices and certificates issued by the board shall be signed by the Secretary as follows:

THE STATE BOARD OF ARBITRATION,
By....., Secretary.

The forgoing rules have been adopted and are herewith submitted for approval.

SELWYN N. OWEN, Chairman,
JOSEPH BISHOP, Secretary,
JOHN LITTLE,
State Board of Arbitration.

Approved: WM. MCKINLEY, JR., Governor.

June 5, 1893.

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FIFTH ANNUAL REPORT

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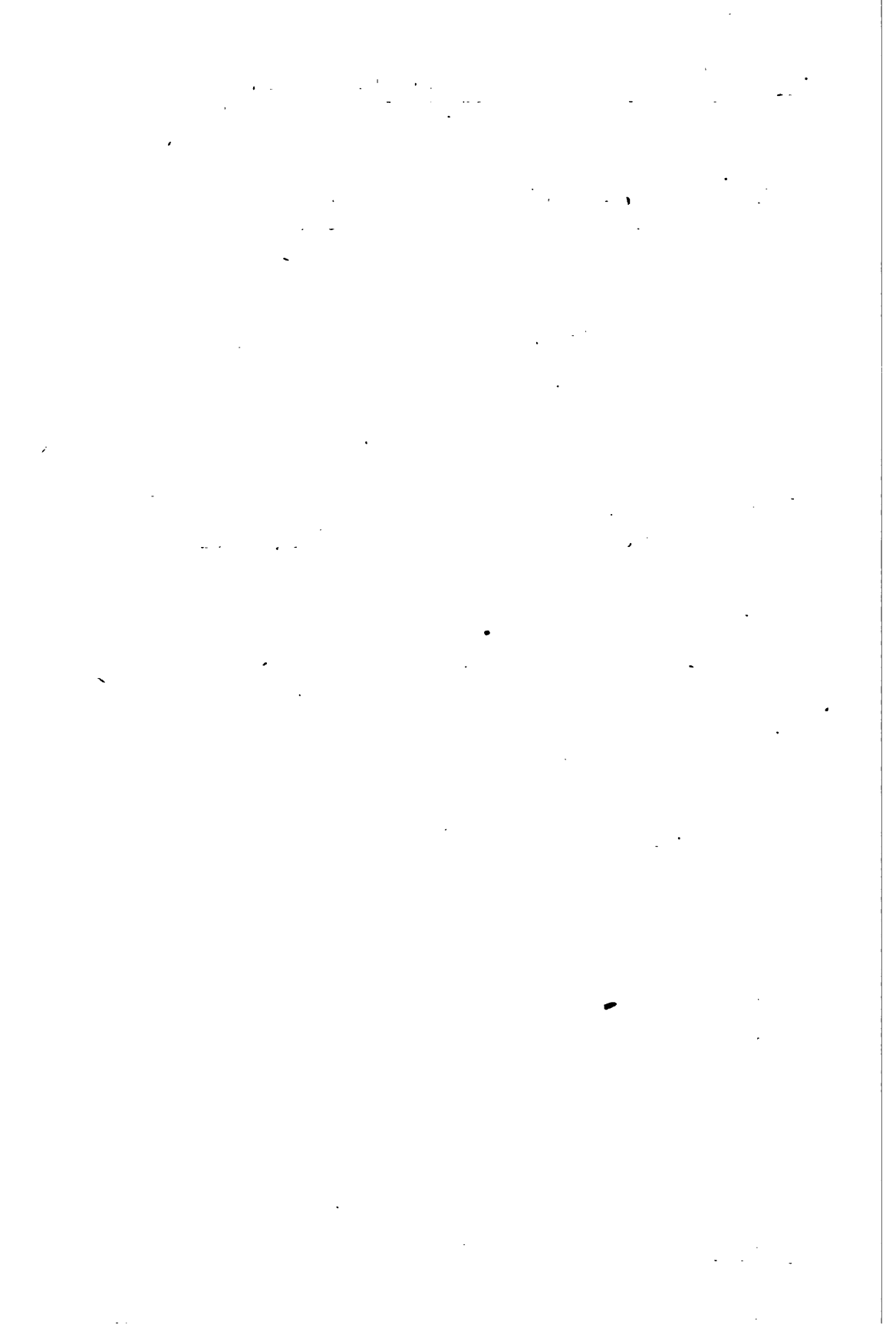
Ohio State Board of Arbitration

TO THE

Governor of the State of Ohio

FOR

THE YEAR 1897.



FIFTH ANNUAL REPORT

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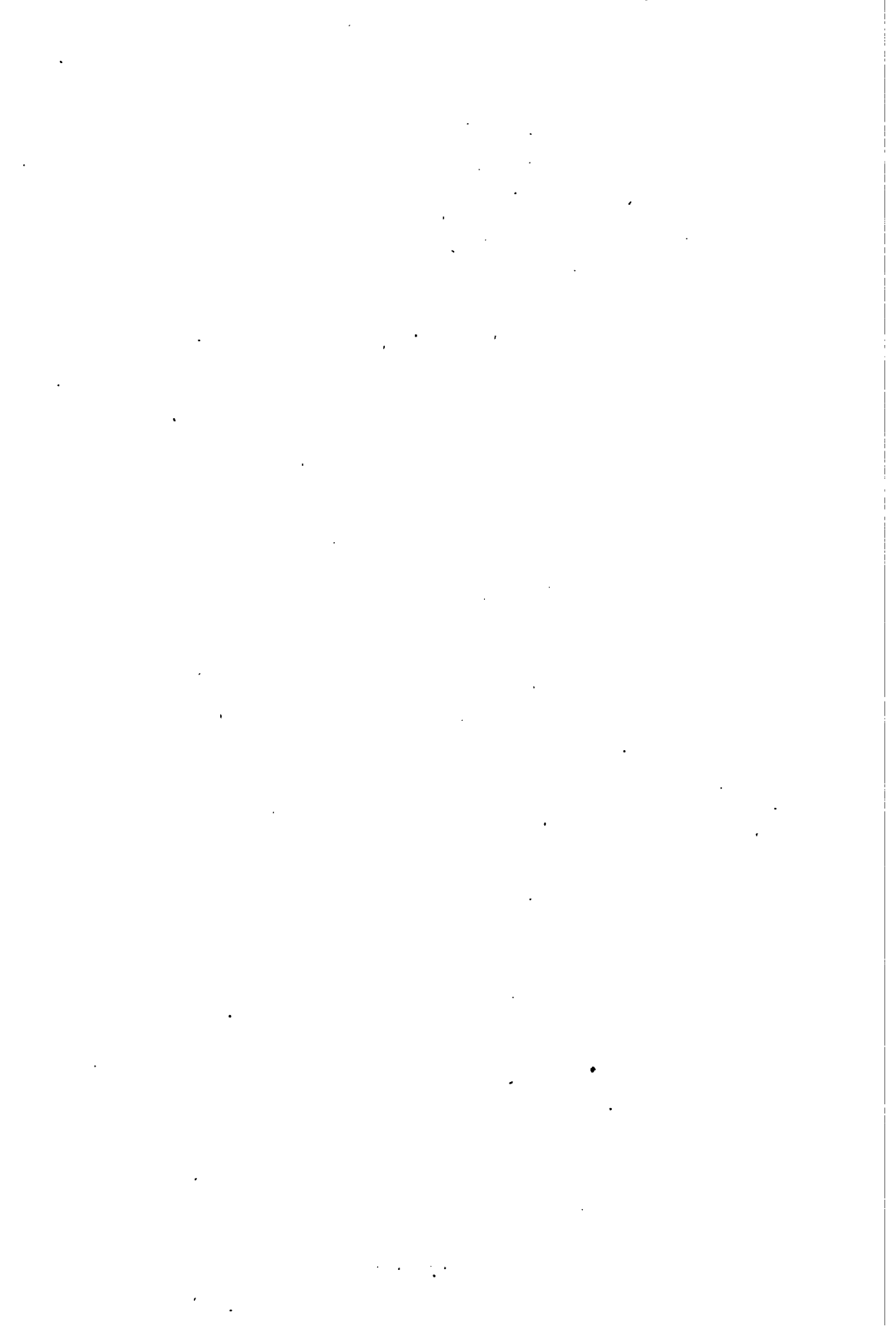
STATE OF OHIO.
OFFICE OF STATE BOARD OF ARBITRATION,
COLUMBUS, January 3, 1898.

Hon. ASA S. BUSHNELL, Governor of Ohio.

SIR: I have the honor to transmit herewith the fifth annual report of the
State Board of Arbitration.

Very respectfully,

JOS. BISHOP,
Secretary.



Annual Report
OF THE
State Board of Arbitration.

COLUMBUS, O., January 3, 1898.

Hon. ASA S. BUSHNELL, Governor.

SIR: In pursuance of law we herewith present to you and through you to the Legislature our report for the past year.

The account of cases submitted by the Secretary and herewith handed you as a part of this report is so full and complete as to require nothing to be added to disclose the actual workings of the Board. As shown by that statement much of our time has been occupied with the coal problem.

The subject has been alluded to in former reports and has engaged our attention with increasing interest and concern for several years. Much of the business of the State and of the country has for a long time been subject to sudden and injurious interruption by strikes and lockouts in this great fundamental industry. Is there a remedy? That is the problem.

So far as the bituminous field is concerned, embracing principally, Western Pennsylvania, West Virginia, Ohio, Indiana and Illinois, we have long been convinced that the Pittsburg district, so-called, was the controlling factor in these matters which most affect the tranquillity of the industry and that the remedy whatever it might be should have its initiation there. Our conclusion in this respect has been fortified by the knowledge that such is your own judgment.

The problem we know is a complicated one, involving as it does producers, carriers and consumers of varied and vast interests, yet the study of it has not disclosed to our minds any inherent difficulties in the way of its solution.

It has seemed that "uniformity," so-called, supplemented by arbitration as set forth in the Secretary's report, opens the way. It does away with "company stores," insures cash payment for work. It secures correct weights, and fair screens and uniform wages for like work, and if the wages cannot be agreed upon it provides for their determination by

impartial arbitration. This all accomplished, the things of which the miner has so long complained without avail and which have led to strikes and lockouts, are removed.

A strike or lockout without the support of public opinion would be a matter of but a day, and with uniformity (thus supplemented by arbitration) in force, it may be assumed that such support could not be had. In short through uniformity the things objected to by miners are done away with, and their wages fixed either by their agreement, or by a method which they have always contended for—arbitration. What then is left reasonably to contend about?

We are not contending that uniformity will cure all ills; far from it. The capacity of the bituminous mines in the states named is three times greater than the consumption. Perhaps one-third of those engaged in mining, working ten hours per day, would readily produce all the coal consumed, and with the increasing use of mining machinery a constantly diminishing number would suffice. Inevitably, many now engaged in this occupation will eventually find it necessary to seek other employment.

Under the "store" system the tendency is to engage as large a number of miners as practicable; for the more employed, the more goods sold. The system also in this way tends to inefficiency in work. The skilled miner is thus at a disadvantage. The profit on goods more than overcomes the losses by inefficiency. The tendency of uniformity is to reverse all this. The operator will want the most for his money with the least loss. Skilled miners will naturally be preferred, and the wasteful and careless gradually eliminated. The development will have its hardships, and complaints may be expected. Nevertheless a betterment of mining conditions resulting in greater tranquillity is sure to follow.

There are other considerations relating to transportation of coal which have a direct bearing upon this problem, but which for present purposes we do not care to enter upon.

It was for reasons above indicated that we went to Pittsburg at the beginning of the coal strike in July last, with a view of ascertaining what if anything could be done towards remedying existing conditions. On careful inquiry in connection with the boards of Indiana and Illinois we satisfied ourselves that uniformity was not only a possibility, but that it was, with proper effort in its support, a decided probability, notwithstanding some of the leading operators scouted the idea. We lent our efforts with your most helpful sanction, to its promotion and accomplishment as detailed by the Secretary, and we are glad to know that the contract became an accomplished fact and went into effect on January 2, 1898, backed by seventy per cent. of the tonnage, including the largest and most influential operators and endorsed unanimously in convention by the miners in the district. There are untoward and insidious influences operating against it still. These may be strong enough to postpone, but they can scarcely long delay its operation.

As the Secretary has pointed out uniformity in the Pittsburg district cannot but improve mining conditions in Ohio. The relations between the two are necessarily so intimate that betterment there means betterment here. The intimacy of these relations was illustrated in the recent coal strike. The strike in Ohio was largely sympathetic. The controversy was not between the Ohio operator and the Ohio miner, but rather between the Pittsburg operator and the Pittsburg miner. Ohio was ready to concede the advance demanded when Pittsburg did. Consequently the Ohio operator did not participate in the settlement of the strike. He recognized as did the miner that a settlement at Pittsburg meant a settlement for him; and so it turned out. The settlement of the Pittsburg operators and the miners was a settlement in Ohio.

It is proper to add, however, that the basis of this situation is questioned. The Pittsburg operators express an unwillingness for the continuance of the prevailing nine cent differential between the Hocking Valley and the thin vein district of Pittsburg. What may be the result of this difference it is not useful here to discuss. We may add the hope, however, that the wisdom of the two interests will be found adequate to its solution.

We have heretofore called attention to the fact that the members of the Board can most efficiently work, on occasion, in the settlement of controversies in Ohio outside the limits of the State. The law requires the Board in case of strikes or lockouts to "put itself in communication with employer and employees," but does not say where or how. Where the strike or lockout extends beyond the state lines, as sometimes happens, this requirement cannot always be fulfilled and the best service toward adjustment performed, without going beyond our boundaries. In such cases we have construed the law as authorizing us to go outside the state to accomplish its purposes. It might be well, however, that legislation covering this subject be more explicit.

It might also be well that the powers of the Board be extended to the investigation of conditions in respect of great industries which, in the judgment of the Governor or the entire Board, are liable to lead to strikes or lockouts, with a view to the amelioration of such conditions and the prevention of such disturbances resulting therefrom.

We still have to note that employers occasionally refuse to recognize labor unions or deal with them in the settlement of controversies. We fail to recall an instance where the wisdom of this course has been made manifest. Its tendency is to prolong and embitter strikes and lockouts and is on the whole harmful.

We have noticed with satisfaction during the year a growing disposition on the part of labor leaders to be conservative, fair and considerate. In several instances settlements satisfactory to employers have been brought about through their influences; and we may add a reciprocal

disposition has been manifested on the part of employers to a degree unusual in our experience. To these causes some of the settlements reached are to be mainly attributed.

Before concluding this report we desire briefly to record some of the results of our observations of the operations of official arbitration in the name and by the authority of the state. Where controversies have arisen between employers and employes the agitation of the subjects of supposed grievances has been almost entirely *ex parte*. Each contending party has heard only his own side discussed, and the more that discussion has been prolonged the stronger each becomes in the conviction that he is right. As a rule neither has ever heard a fair statement of the other's views or theory of the contention. Thus they become more and more widely separated until, except along the cold, hard lines of business routine, they have no more dealing with each other than the Jews had with the Samaritans. The advent of the official peacemakers of the state among them furnishes about the first and only occasion for each to hear the case and complaint of the other. The presence of the state's conciliators, wholly unbiased and unprejudiced between the contending parties, invariably tends to temper and subdue the hostility and diverse convictions which have long been a barrier to conciliation and peace. When each has heard fully from the other, for the first time, moderation and a hope of final peace supervene, and then the work of the board is easy. In a majority of cases these conditions are present. It is the state asserting her strong desire for, and her vast interest in, industrial peace which finally achieves that great public good, the accomplishment of which it is our pride and pleasure to record.

Governor, in closing this report, we beg to express our appreciation of the great value of your influence and assistance during the work of the year.

Very respectfully,

SELWYN N. OWEN,
JOHN LITTLE,
JOS. BISHOP,
State Board of Arbitration.

STATE OF OHIO.
OFFICE OF STATE BOARD OF ARBITRATION,

COLUMBUS, January 3, 1898.

To the State Board of Arbitration:

GENTLEMEN: I hand you herewith a detailed account of the cases dealt with
under the Arbitration Law during the past year.

Very respectfully,

JOS. BISHOP,
Secretary.

Reports of Cases.

JACKSON DISTRICT COAL STRIKE. JACKSON COUNTY.

The strike of the Jackson County coal miners, caused by a reduction of wages, was in progress at the time of writing our last report, having commenced the latter part of November, 1896.

The operators involved declared that in as much as they had to meet the market prices of Hocking Valley and other coals they could not afford to pay a higher price. Besides, the question at issue had been arbitrated several years previous and under no circumstances would they agree to another arbitration; that their position was right and they would maintain it, no matter how long the strike continued.

The miners claimed that by reason of the thin coal in the Jackson field which limited their earning capacity, its superior quality for domestic purposes and the higher prices it commanded in the market, they were entitled to a higher mining rate than the Hocking Valley. Like the operators, they declined the services of the Board and declared their intention to fight it out.

As is too frequently the case in such movements both parties were determined to maintain the position they had taken. The operators declining to pay more than the Hocking Valley prices, except in the Coalton district, where a differential of five cents was recognized, and the miners declining to accept the proposed terms.

For a long time previous to the strike the miners had but little work and therefore not prepared for idleness from any cause. In consequence of the strike and the hardships and suffering endured by reason of the severe winter weather the miners were compelled to abandon the strike and resume work on the operators' terms. Accordingly the strike was declared off on the 25th day of January, having continued three months. The estimated loss to the operators and miners during the strike was \$350,000.

THE MASSILLON DISTRICT.

The last of December, 1896, the operators of the Massillon district gave notice of a reduction in wages. The miners declined to accept the proposed reduction and in consequence the mines ceased operation.

The district employs about 2,000 mine workers, all of whom seemed determined to secure the previous rates before they would resume work.

There was no change in the situation and apparently none in the purpose of either side until about the middle of February, when the miners held a convention and adopted the following resolution :

"WHEREAS, The majority of the delegates are not in favor of a settlement of the question at issue at this convention, therefore, be it

Resolved, that we declare the strike off and return to work at the 51 cent rate."

Accordingly the men returned to work.

We have no information as to the loss to either operators or miners on account of the strike, which lasted about six weeks, but in view of the fact that so many mines were closed and that 2,000 or more men were idle for so long a time in the middle of winter the loss was necessarily large. I may add, that this reduction in wages which led to the strike was caused by a voluntary reduction in the thin vein district of Pittsburgh from 69 to 54 cents per ton.

CANTON STEEL COMPANY.

CANTON.

About the last of January the delegates to the State Trades and Labor Assembly from Canton called at the office and notified the Secretary of a strike at the Canton Steel Works and requested the services of the Board in adjusting the matter. On February 4th the Secretary visited Canton and learned that the reported strike was inaugurated about the middle of May, 1896.

The men claimed that for several years previous to the strike the company had reduced wages and increased their labor; that instead of employing experienced helpers in the various departments it would hire unskilled men to assist at the furnaces and elsewhere; that because the men in charge of the work were required to operate with inexperienced helpers they were forced to perform extra labor and found it difficult to produce satisfactory results; that on May 9, 1896, they organized a lodge of the Amalgamated Association of Iron and Steel Workers and on May 12th the superintendent without cause discharged fifteen of their members including nearly all the officers of their organization; that a committee waited on the company to ascertain the cause of such wholesale discharge; that the superintendent refused to recognize or deal with said committee, whereupon the members of the union went out on strike for the reinstatement of the discharged men.

The superintendent of the company stated that for some time prior to May, 1896, he had been absent from the works and that during his absence the men on strike had neglected their duties and the product of the concern had not been turned out in a workmanlike manner; that he remonstrated with them and endeavored to persuade them to exercise care, but without avail and finally he discharged a number of them without knowing at the time whether or not they were members of the union;

that he was justified in discharging them and refused to reinstate them and in consequence the union declared a strike. That soon afterwards he secured a force of non-union men and resumed operation and at the time of the interview had all the men the business required. If, however, trade would improve he would employ some of the old hands provided they would make individual application, but he would not deal with their committee.

The Board repeatedly endeavored to bring the parties together in a friendly meeting with a view of settlement, and also tried to induce them to submit their differences to a local board of arbitration but without success. The company was determined to deal with the men only as individuals and the men were equally determined that their committee should be recognized and the discharged men reinstated.

Several days were spent in useless efforts to adjust the matter by friendly conference or by arbitration. Neither side made any concession that opened the way to a settlement and the Secretary retired from the field, assuring all concerned that the Board would renew its efforts whenever its services might be required.

TOLEDO TRACTION COMPANY.

TOLEDO.

On February 1st notice was posted in the barns of the Toledo Traction Company that on and after that date a general reduction of 10 per cent. would be made in the wages of all employees. The company employed about 465 persons, most of whom read the notice with disfavor, and while they protested against the action of the company, resistance of the reduction by means of a strike was freely discussed.

The men were members of the Amalgamated Association of Street Railway Employees of America, and acting under the advice of the Executive Committee and National President of their organization, they continued to operate the cars rather than interrupt the business of the city and discommode the public by tying up the road. On February 6th, a meeting was held and a formal protest made against the reduction, with a request that the Company withdraw the notice. The National President of the Union, W. D. Mahon, also endeavored to prevail on the company to restore the former wages, but without avail. Another meeting was held on February 14th, when the following resolutions were adopted :

" WHEREAS, We, the members of Division No. 49, Amalgamated Association of Street Railway Employees of America, in session assembled February 14, 1897, do view the action of the Toledo Traction Company in its reduction of wages as unwarranted and uncalled for, as shown by the company's own statements in its advertisements for the sale of bonds, and by our own daily receipts of fares, and

" WHEREAS, Realizing that we are public servants, and any radical action on our

part resulting in strike would greatly injure the business interests of this city, inconveniencing the people and casting a shadow on the fair name of our city, commercially, industrially and socially; therefore be it

"Resolved, That we re use to strike at this time, but that we enter a vigorous protest against the present wages, and that we will continue this protest until we receive a fair compensation for our labor."

The protest was presented to the company and all possible influence used to induce it to withdraw the notice of reduction, but without success. As indicated in the foregoing resolutions, the men "refused to strike," and continued to operate the cars at the reduced rate without loss of business or inconvenience to the general public, until about the first of May, when the company restored the 10 per cent. reduction and soon after the following agreement, providing for the rate of pay, a nine hour work-day and the adjustment of all differences between the men and the company, either by direct agreement or by impartial arbitration, was entered into.

AGREEMENT.

This agreement made and entered into this 29 h day of May, 1897, by and between the Toledo Traction Company, hereinafter called first party, and Division No. 49 of the Amalgamated Association of Street Railway Employees of America, at Toledo, Ohio, hereinafter called the second party, witnesseth:

First party, through its officers, will treat with the second party through its accredited officers during the term of this contract in the manner hereinafter provided.

First—Should differences arise between the parties hereto that cannot be adjusted between them by full investigation and consideration, the matter in dispute shall be submitted, at the request of either party, to a Board of Arbitration composed of three disinterested persons; each party shall choose one member, and the two thus selected shall choose a third, and the three thus chosen shall constitute such Board of Arbitration. Vacancies that may occur shall be filled in the same manner.

When a case is submitted to arbitration each party shall name its arbitrator within five days. In case of the failure of either party to so name its arbitrator, it shall forfeit its case.

The cost of the Board shall be borne equally by the parties hereto, each to pay one-half thereof, and the decision of said Board shall be binding upon both parties hereto.

Second—Any member of Division No. 49, elected to any office of the association which requires his absence from the company, shall, upon his retirement from said office, should he so desire, and his reputation be good, have his respective place in the company's employ again.

Third—All motormen and conductors shall have their respective places on the bulletin board in accordance with the time in which they have been turned in as being competent of running a car.

Fourth—In all cases where men are laid off pending investigation as herein provided, the case shall be taken up by the officers of the first party within forty-eight hours, and if found innocent by said officers, said men shall be paid for the time lost.

Fifth—The officers of the association agree to assist the officers of the company in maintaining discipline and upholding and enforcing the rules and regulations of the company and securing the loyalty and fidelity of all men in the employ of the first party.

Sixth—The scale of wages for motormen and conductors to be as follows :

First three months' service, sixteen cents per hour.

After three months' service, eighteen cents per hour.

Nine hours to constitute a day's work as near as the schedule of runs will permit.

This agreement shall be and remain in force until May 1, 1898.

On part of Toledo Traction Company,

A. E. LANG, President.

On part of Division No. 49 A. A. of S. R. E. of A.,

OTIS L. TAIT, President.

Officers of Division No. 49 A. A. of S. R. E. of A.

In view of the sudden and abrupt notice of the Toledo Traction Company in demanding an immediate reduction of wages, the action of the officers of the street car employees' organization in advising against a strike, and the decision of the men to continue at work, is worthy of commendation.

Under like circumstances strikes or lockouts are liable to occur in any business or industry, and in this case serious inconvenience and loss to the people of Toledo were prevented only by the wise counsel of those who directed the affairs of the union.

JOHNSON AND SONS.

SPRINGFIELD.

On February 16th, the Board learned that a lockout existed at the cigar factory of Johnson & Sons, at Springfield, employing about thirty men. The Secretary visited the locality and was informed that a conference between the company and a committee of the cigar makers had been arranged for the afternoon of the 19th. He attended the meeting and learned from the company that it had been in business about nine years, and had always paid the union scale of prices, which was considerably higher than the prices paid in the factories at Mansfield, Dayton, Columbus and other places; that the men in non-union factories were being paid from \$5 to \$8 per thousand, while they were paying from \$8 to \$14 for making the same grade of cigars; that they did not desire their employees to accept the lowest non-union price, but insisted that a reduction must be accepted, otherwise the company would be compelled to employ girls and non-union hands, or retire from business. The company desired to retain their old hands but could not do so at the prices formerly paid.

On the other hand the men stated that for several months they had but little work and had not been paid in full on the regular pay-days

for considerable time previous to the lockout. No intimation had been given them by the company of its intention to close the shop or reduce wages. The company did not ask for a reduction. On Saturday, February 13, when the men ceased work and were being paid the company informed them the factory would close for a week when they would resume work as an open shop. They further stated that if the company had given timely notice of its desire to reduce wages they would have considered the matter and believe satisfactory arrangements could have been made. But as the company gave no previous notice of its desire for a reduction there was no opportunity for negotiations. However they showed a willingness to make a fair and reasonable concession, and desired the company to furnish them a list of prices it proposed to pay, so that they might consider it with a view of an agreement. The conference adjourned without reaching a settlement. The Secretary urged both parties to meet again and endeavor to adjust their differences. Each side manifested a friendly spirit towards the other and there was reason to hope for an amicable settlement of the trouble.

Such was the situation when the Secretary of the Board left Springfield on the 19th of February.

About a week later another effort was made to adjust the difficulty but without success.

The company insisted on a reduction far below the established union scale of wages which the men refused to accept.

Matters continued in this way for a short time, when the Board was informed that the company secured new hands and resumed operation as an open shop.

GLOBE IRON WORKS, CLEVELAND.

About March 1, a strike occurred at the ship yard of the Globe Iron Works Company, Cleveland. The company employed almost 900 men, nearly all of whom were members of Union No. 6712, Brotherhood of Helpers of Iron and Steel Ship Builders. The strike was for an advance in wages, but during the time the men were out other grievances which, it appears, the men had been nursing for some time, entered into the controversy, and delayed the settlement of the wage question. The company hired some fifty or sixty new men who were at work at the time of settlement, and who were objectionable to the old hands. An agent of the Central Labor Union, of Cleveland, had labored earnestly to adjust the differences, and on March 6, with a committee representing the men, met the superintendent of the company, and, after an extended conference, practically agreed on terms of settlement which was reported to the mass meeting of the men and, after some discussion, was almost unanimously rejected. Such was the situation when the Secretary of the Board appeared on the ground on March 8th. He at once called on both parties and endeavored to conciliate matters. A general meeting of

the men was called on the afternoon of that date which was attended by the superintendent of the works, the agent of the Central Labor Union and the Secretary of the Board. Some modification was made in the terms submitted on the 6th. The representative of the company explained in detail the rights of the company and manifested a friendly disposition toward the men and agreed to the following proposition as a basis of settlement :

**BROTHERHOOD OF HELPERS OF IRON AND STEEL SHIP BUILDERS,
UNION NO. 6712.**

CLEVELAND, O., February 19, 1898.

To the Globe Iron Works Co.:

GENTLEMEN: We, the Brotherhood of Helpers of Iron and Steel Ship Builders present to you the following scale and specifications :

This scale and agreement to continue to January 15, 1898, either party desiring, a change shall give thirty day's notice before that date.

	Per hour.
Drillers.....	\$0 17½
Reamers.....	15
Bolters	15
Chain Gang.....	15
Shed Helpers.....	15
Roll Helpers	16
Machine Drillers and Countersinkers.....	16
Punch and Shearers.....	20 and 22½
Planers.....	17½
Chain Gang Bosses (with unbroken time).....	18
Painters (unskilled).....	15

Time and one-half for all overtime including Saturday afternoon up to seven o'clock P. M., when double time shall be paid. Sundays and legal holidays (except Saturday afternoon as above stated) shall be paid double time.

Double time on all repair work done at yard on double time. All drillers sent from the yard to repair work to receive twenty cents per hour, and all repair work to be done on day work and not piece work.

It is understood and agreed that this scale shall take effect on Monday morning March 8, 1897, and apply to and begin with vessel No. 70 and that all work on vessels Nos. 68 and 69 shall be performed under the scale of November 20, 1896.

In addition to the above scale of prices the following was also agreed to :

I, R. L. Newman, on behalf of the Globe Iron Works Company, do hereby agree on and after this date to give our own union men the preference and to take back as many of the union men at once as I can give employment to. It is hereby agreed that the non-union men at work in the yard to the number of sixty shall not be discharged.

It is further agreed that none of the union men who took an active part in this strike, or any of the officers of the union, shall be discharged for same or discriminated against.

R. L. NEWMAN,
MICH O. MALLEY, President.
THOS F. COLE, Secretary.

The foregoing proposition which was substantially that of the company, was defended by the representative of the Central Labor Union and the Secretary of the Board, both of whom urged its acceptance by the men. A vote was taken and the above terms unanimously accepted and the strike ended on Tuesday, March 8th, the men returning to work the following morning.

As an evidence of the general satisfaction with the terms of settlement the meeting tendered a vote of thanks to the superintendent of the company, the agent of the Central Labor Union and the Secretary of the Board.

CLEVELAND SHIP BUILDING COMPANY. CLEVELAND.

About the 3d of March the riveters employed by the Cleveland Ship Building Company ceased work because of a difference existing between them and the company as to the price to be paid for labor on new vessels on which the company was about to commence work. The difference in the scale of prices proposed by the company and that demanded by the men was the sole cause of idleness; yet neither the men nor the company was willing to admit that a strike or lockout existed. They felt there was a difference or misunderstanding between them which would soon be satisfactorily adjusted. Both sides informed the Board that friendly negotiations were in progress and that the relations between them were of the most harmonious character.

Having received assurances from the representatives of the company and the union that they would agree on a satisfactory scale of prices, that operations would soon be resumed and that friendly relations continue between them, the Board took no further steps in the matter. Frequent conferences were held between the parties from the 3d until the 12th of March when a new scale of prices was agreed upon and the men returned to work.

CHARTER OAK COAL WORKS. POMEROY.

During the first week in March the Board learned through the public press that a strike existed at the Charter Oak Coal Works at Pomeroy and accordingly sent the following telegram of inquiry:

COLUMBUS, OHIO, March 5, 1897.

Hon. A. H. Seebohm, Mayor Pomeroy, Ohio.

Newspapers report strike at Charter Oak Coal Works. Is report correct?
Answer.

JOSEPH BISHOP,
Secretary State Board of Arbitration.

The next day the following reply was received :

POMEROY, OHIO, March 6, 1897.

Mr. Joseph Bishop, Secretary State Board of Arbitration, Columbus, Ohio.

DEAR SIR: About two weeks ago the miners came out of the Charter Oak coal mines and refused to go to work again unless they received their pay or a part of it, as they claimed several months wages was due them. The manager claims he told them when they commenced work, if they wanted to work and wait sixty or ninety days for their money, they could do so, as he had to sell the coal on sixty and ninety days. I do not see how they can call it a strike as they just wanted their pay. But they got the matter settled and returned to work yesterday.

Yours truly,

A. H. SERBOHM,
Mayor.

H. P. NAIL WORKS.

CLEVELAND.

On March 16th about forty boys who were employed as helpers on the small machines at the H. P. Nail Works located at Cleveland, employing about 850 hands, went out on strike for an advance in wages. The boys stated they had been paid from forty-five to fifty cents a day of ten hours, while the company declared they had received from sixty-five to eighty cents a day. By reason of the boy's strike the nailers (twenty in number) were thrown out of work, being unable to operate the machines without the helpers.

The strike continued for eight days without any material change. In the meantime the Board endeavored to adjust the dispute, but was unable to find any one authorized to represent the boys or act for them in the matter.

During this time the men employed on the large nail machines continued to work; but on March 24th requested the company to close the factory to give them an opportunity to attend a meeting to consider the situation. The request was granted; the meeting was held and resulted in a sympathy strike and the adoption of a new scale or readjustment of prices for the entire nail department, which was presented to the company the next day. On Friday, March 26th, the superintendent of the company informed the Board that he declined to accept or consider the new scale when presented to him by the committee, but had submitted to them a revised list of prices for their consideration, and which he believed would give them all they desired.

From this it will be seen, that the strike of the forty boys which commenced on March 16th, resulted in a general strike throughout the entire nail department of the works, involving about 225 employees.

From the beginning until the end of the trouble, the Board was unceasing in its efforts to bring the parties in friendly conference with a view of settlement. The company received the representative of the

Board and talked freely on the subject and seemed willing and anxious to confer with the men and deal fairly with them. The representatives of the men, however, seemed at first unwilling to confer with the Board, notwithstanding it had frequently requested and urged them to do so. Finally, on April 23d, in response to the earnest solicitation of the Board, a meeting of the union was held. The Secretary attended and urged the appointment of a committee with power to act to con'er with the company and adjust their differences, which was agreed to. On the adjournment of the meeting a conference was held which resulted in a satisfactory settlement and the immediate resumption of work.

CLEVELAND STONE COMPANY.

BEREA.

On April 13th the following communication in substance was received by the Board:

BEREA STONE QUARRYMEN'S UNION.

L. A. 1387, K. of L., Box 110.

BEREA, OHIO, April 12, 1897.

State Board of Arbitration, Columbus, Ohio.

GENTLEMEN: The Cleveland Stone Company is violating the agreement made with its employees last summer. A committee called on the company but could get no satisfaction. Therefore the members of our organization desire the Board of Arbitration to investigate the matter.

Please notify us when you will be here.

PAUL YANKE,
Secretary.

On receipt of the letter from Mr. Yanke the Secretary visited Berea for the purpose of conferring with him regarding the greivances complained of. Being unable to find him or to learn any particulars as to the complaint, the Secretary returned to the office and sent the following communication:

STATE OF OHIO.

OFFICE OF THE STATE BOARD OF ARBITRATION.

COLUMBUS, OHIO, April 16, 1897.

Mr. Paul Yanke, Berea, Ohio.

DEAR SIR: Your letter asking this Board to investigate grievances of the employees of the Cleveland Stone Company was forwarded to me at Cleveland on Tuesday last.

I visited Berea on Wednesday afternoon the 14th inst. for the purpose of explaining to you the requirements of the law, the duties of the Board, the work now on hand, etc., etc., but was unable to find you.

As soon as the work now on hand has been disposed of we will give attention to your case and aid you in adjusting any grievances that may exist.

If you desire investigation by this Board it will be necessary for you to make formal application for the same. Enclosed you will please find the necessary blanks. I also enclose blanks which must be signed by a majority of the men, giving

authority to some one of their number (or other person) to act as their agent and make application for them. Unless this is done, the application must be signed by a majority of the employees themselves. See section 6 of the Arbitration Law, a copy of which I send you by this mail.

Very truly yours,

State Board of Arbitration,

JOSEPH BISHOP,
Secretary.

No reply to the above letter was received by the Board and no further steps were taken in the matter.

OHIO STOVE COMPANY.

PORTSMOUTH.

On Tuesday, April 20th, the Ohio Stove Company located at Portsmouth and employing about 25 molders, gave notice of a reduction of 20 per cent. for making cook stoves and 25 per cent. for making heating stoves, to take effect on Monday, April 26th.

At the time of the notice the company was operating only half time—the works being closed the last three days of every week, and therefore the men had but one day to work at the old wages after receiving notice of the reduction.

The men refused to accept the cut of 20 and 25 per cent. in their wages. They were members of the Iron Molders' Union of North America and referred the question to the general officers of their organization who visited Portsmouth and endeavored to arrange a settlement with the company, but without avail.

A representative of the Board visited the locality but was unable to adjust the matter. The proprietors declared that all stove manufacturers on the Ohio river from Pittsburg to Cincinnati, including Zanesville and Newark, were paying from 10 to 35 per cent. less for certain classes of work than it had paid for similar work, and therefore a reduction of 20 and 25 per cent. was absolutely necessary to enable it to continue business and meet the market prices of competitors.

The company declined the services of the Board as mediators and refused to submit the matter to arbitration and declared their intention to enforce the reduction of 20 and 25 per cent. and operate a non-union shop.

The representatives of the men claimed the wholesale reduction of wages was not only unjust, but also in violation of an agreement between the Stove Manufacturers' Defense Association and the Iron Molders' Union providing for uniform prices for making stoves, in order to place all manufacturers on an equal footing.

The men were anxious for a settlement and proposed to resume work and then collect and compare prices in other similar establishments within the territory named by the company and fix prices accordingly.

Other offers of a conciliatory nature were made by the men, all of which were refused by the company, and in consequence the men ceased work. The works remained closed from April 21st until May 27th, when the company resumed operation with a small force of non-union men.

THE GROVE COMPANY.

SALEM OHIO.

On May 25th the Board received information that 50 girls employed in the wrapping department of the Grove Company, manufacturers of chewing gum at Salem, were on a strike against a reduction of wages.

The firm employed about 75 hands nearly all of whom were idle on account of the strike. The Secretary of the Board visited Salem on the 25th of May and found the works practically closed, although the company had secured a few inexperienced wrappers to take the places of the old employees.

The company claimed it had recently made changes in the manner of wrapping certain classes of goods, requiring less labor than formerly and therefore felt justified in demanding a moderate reduction in the price paid for such work.

On the other hand, the employees contended that the new method of wrapping did not lessen their labor; that it required as much time and skill to wrap the goods under the new arrangement as under the old, and therefore they refused to accept the proposed reduction and desired the company to accept the following scale of prices:

AMERICAN FEDERATION OF LABOR.

FEDERAL LABOR UNION No. 6729.

SALEM, OHIO, May 24, 1897.

We, the employees of the Grove Company and members of the American Federation of Labor No. 6729, do hereby present the scale of prices for wrapping the following pieces of gum, to be paid from May 24, 1897, until May 24, 1898:

PRICES FOR WRAPPING THE FOLLOWING GUM:

Paper, 1½ cents per box, 5 sticks in a bunch, 20 bunches in a box.

Five-cent foil, 1½ cents per box, 5 sticks in a bunch, 20 bunches in a box.

Jersey Fruit, 4 boxes for 5 checks, 2 sticks in a bunch, 36 bunches in a box.

Buttermilk, 2 cents per box, 5 sticks in a bunch, 40 bunches in a box.

Three stick foil wrapped, 5 cents per box, 3 sticks in a bunch, 100 bunches in a box, also 72 bunches in a box.

Six sticks foil and paper wrapped, 5 cents per box, 6 sticks in a bunch, 100 bunches in a box.

Six sticks in tray foil or paper wrapped, 2½ cents per box, 6 sticks in a bunch, 50 bunches in a box.

Several conferences were held by the parties, but neither side was willing to yield to the demand of the other, and finally the representa-

tive of the Board recommended and urged both parties to submit their differences to a local board of arbitration, which was promptly accepted and the following agreement entered into:

AGREEMENT.

SALEM, OHIO, May 27, 1897.

Whereas certain differences exist between The Grove Company, manufacturers of chewing gum, Salem, Ohio, and the employees in the wrapping department as to the price to be paid for wrapping Trix pepsin gum, 6 sticks for one cent without foil, and Yellow Kid pepsin gum, 6 sticks for one cent without foil;

It is hereby agreed between The Grove Company and said employees that the matter in dispute shall be referred to a local board of arbitration to be selected as follows: The Grove Company to select two of said arbitrators and the employees to select two, and the four so designated shall choose the fifth, who shall be the chairman of the board.

It is further agreed between the Grove Company and said employees that the decision of said board of arbitration will be accepted and agreed to, and shall be binding upon both parties until January 1, 1898.

It is further agreed that work shall be resumed on Thursday morning, May 27, 1897, and shall continue until the decision of said board of arbitration, and the price awarded by the said board shall date from May 31, 1897.

It is understood that the price to be paid for the wrapping of goods in dispute shall be five cents per box for work done until Friday evening, May 28, 1897. It is further agreed that beginning May 31, 1897, employees in the wrapping department shall be paid as follows: for all work performed they shall receive an amount equal to 3½ cents per box for wrapping goods herein named, until the decision of said board of arbitration is rendered, when a full and final settlement will be made as provided in said decision.

(Signed) BESSIE SIMPSON,
KATIE INGLEDUE,
MABEL MATTE,
Committee of Wrappers.

THE GROVE COMPANY,
S. GROVE, President.

Under the provision of the above agreement, work was resumed on Thursday morning, May 27th, and all hands returned to their former places.

The following is the report of the local board of arbitration provided for in the foregoing agreement:

SALEM, OHIO, June 19, 1897.

The undersigned committee on arbitration concerning the matter of wages, or the price per box for wrapping the gum known as "Trix Pepsin" and the "Yellow Kid" in dispute between The Grove Company, manufacturers thereof, and their employees engaged in wrapping the same, hereby renders its decision:

First—That beginning with May 31, 1897, The Grove Company shall pay employees in the wrapping department 4½ cents per box for wrapping said "Trix Pepsin" and "Yellow Kid" gum without tin foil, or the old price of 5 cents with the foil until January 1, 1898.

Second—That there shall be no discrimination on the part of the company against any wrapper who may belong now or hereafter to the American Federation of Labor, and that the older employees shall not be discharged, except for other causes that would apply to any wrapper or employee in said department.

Third—And that the present employees who belong to A. F. of L. must treat with courtesy and respect, not only the company, but any and all other of its employees.

Fourth—That since no danger to life or limb seemed real or apparant, the committee refrains from fixing any blame as per Section 14 of the Arbitration Statutes, but believes that the above amicable settlement will allay all adverse feelings that may exist and approach as near to justice under existing circumstances as they are able to do.

(Signed)

M. J. GRABLE, Chairman.
J. W. SLAYTON, Secretary.
CHAS. W. HARRIS.
A. K. TATEM.
G. M. FINK.

The decision of the local board of arbitration was accepted by the employees and the company, and the work continued under its provisions without interruption.

PALMYRA COAL DISTRICT.

PORTAGE COUNTY.

On June 5th about 300 miners employed by the Hutson Coal Company, operating three mines at Lloyd and 100 miners employed by the Filer Coal Company, operating one mine at Diamond, and comprising a large portion of the Palmyra District located in Portage county, went on strike against a reduction of $7\frac{1}{2}$ cents per ton in the price of mining.

No information regarding the matter was given to the Board by either operators or miners, nor did the mayor or probate judge give notice of the strike as provided by the law and in consequence the Board did not learn of the trouble until about the last of September. In the meantime the general strike of miners in the bituminous coal fields occurred which occupied the time and attention of the members until the settlement on September 10th. Immediately following the settlement of the great coal strike, the Board gave attention to other controversies of which due notice had previously been given, and which occupied the time of the members until the first of October, when the Secretary visited the Palmyra district with a view of settlement.

The operators stated that by reason of the differential in the Massillon District and other competitive fields producing domestic coal having been abolished and because of reduction in market prices, high freight rates and sharp competition it was necessary that the differential of $7\frac{1}{2}$ cents per ton above the Hocking Valley rate which had prevailed in this district for some years, should be discontinued, otherwise they could hardly be expected to give their miners steady employment, hence the demand for the reduction.

The miners claimed that this differential of $7\frac{1}{2}$ cents per ton for mining had existed in the Palmyra District for several years, and was established and believed to be justly due because of the superior quality

of the coal for domestic purposes, thereby commanding a higher price in the market. Besides this they worked at a great disadvantage as compared with miners in other districts because the coal is known as low or thin vein and hence their earning power is less than in other fields where the coal is thicker.

A mass meeting of miners was held which was attended by President W. E. Farms, of the miners' organization of Ohio, and the Secretary of the Board, and was followed by friendly conferences of representatives of both sides, and resulted in a settlement and immediate resumption of work. The conference between the employers and employees in this case were remarkable for the good feeling and friendship shown by all concerned.

Too much credit cannot be given for the spirit of fairness and conciliation and the efforts to reach a settlement manifested by both operators and miners.

THE BORN STEEL RANGE AND MANUFACTURING COMPANY.

GALION.

On Tuesday, June 15th, the following notice was received by the Board:

MAYORS' OFFICE,

GALION, OHIO, June 14, 1897.

To the State Board of Arbitration, Columbus, Ohio:

GENTLEMEN: I have recently been informed that the iron molders employed by The Born Steel Range and Manufacturing Company, of this city, quit work this A. M. for the reason that one of the union men was discharged. I cannot at this time give you full particulars but will endeavor to furnish the necessary information as soon as possible. I am

Very truly yours,

C. H. BRIGGS,
Mayor.

The Secretary of the Board visited Galion on June 16th and found the works closed for the reason stated. The establishment was one of the leading industries in the city and employed about 100 men. The molders claimed that for several months the foreman of the foundry department had in various ways manifested hostility to the Iron Molders Union to which they belonged and had also shown a personal dislike to some of the leading members of the organization and had discharged them without good and sufficient cause. This was followed by another unwarranted discharge on Monday, June 14th. The molders requested the foreman to reinstate the discharged man and on his refusal to do so they ceased work.

The case was referred to the general manager who promptly granted the request, whereupon the molders refused to work under the old foreman. They declared that he was incompetent and irresponsible; that he was unjust to company and men; that in various ways he annoyed and persecuted the molders and caused trouble between them and the company and therefore they refused to work with him.

The company stated it desired and endeavored to deal fairly with all employees and was not aware of any injustice being done, and would not permit the foreman to deal unjustly with the employees or to discharge them without good cause.

In response to the request of the Board both parties promptly agreed to a conference which was held on Thursday evening, June 17th. Each side made explanations which seemed satisfactory to the other. The company proposed to operate a union shop, pay union prices and be governed by union rules; that the men resume work on Monday, June 21st, and continue until June 30th; in the meantime, the molders to select a committee to confer with the company and endeavor to settle their differences as to the foreman; if they fail to do so by June 30th, the company would then submit all matters in dispute to arbitration.

The proposition of the company was promptly accepted by the molders.

As will be seen the conference resulted in arranging satisfactory terms of work and in bringing the employees and company into closer and more friendly relations with each other.

On July 2d the Secretary addressed a letter to Mayor Briggs and received the following reply:

MAYOR'S OFFICE.

GALION, OHIO, July 3, 1897.

JOSEPH BISHOP, Esq., Secretary State Board of Arbitration:

DEAR SIR: Your letter of yesterday at hand and contents noted. As far as I am versed relative to the Born Steel Range and Manufacturing Company every thing is calm and serene. They are at present shut down to invoice. I am of the opinion that the conference agreed to by both parties has not materialized. The excellent manner in which you conducted the investigation and the good results which followed should be commended by all concerned. I am,

Sincerely yours,

C. H. BRIGGS,
Mayor.

The controversy as to the foreman was satisfactorily adjusted by the parties.

THE NATIONAL COAL STRIKE.

The great coal strike of last summer involved the Board in duties of a peculiarly difficult and delicate character. At the annual convention of the United Mine Workers of America, held in Columbus, January

12-16, 1897, a movement was inaugurated to attempt to relieve the distressing condition of mine workers throughout the competitive field of Pennsylvania, Ohio, Indiana and Illinois. The demoralized state of the coal trade had resulted not only in prolonged periods of idleness, but had caused heavy reductions in the pay of miners and day labor in all districts, and broken up any semblance of uniformity of scale in many sections where an equality of wage had theretofore existed.

As the first step toward regaining some of the lost ground and improving the general conditions, the convention decided upon an advance in the rates paid for mining in the states named, so adjusted as to place all upon a fair basis.

The following is the scale of prices agreed upon :

Pennsylvania (Pittsburg district), pick mining	69 cents per ton.
Ohio, "	60 " "
Indiana (bituminous), "	60 " "
Illinois (Grape Creek) "	55 " "

The balance of the state (Illinois) the mining rate of 1894.

Machine mining to be paid three-fifths per ton of the price paid for pick mining, except in Indiana (bituminous), where the price shall be four-fifths per ton of the price paid for pick mining, other mining sections a corresponding increase in price that will place them on a relative basis.

The method, manner and time of enforcing the above scale was left to the discretion of the National Executive Board and the District Presidents. These officials met in Columbus on June 24, 1897, and after a protracted session decided that the time was opportune for the movement that had been authorized by the National organization. It was agreed that upon July 4th, there should be a general suspension of mining in the states named. A manifesto to that effect was issued, and at the appointed time a gigantic strike affecting the great bituminous regions of the country and involving more than 100,000 mine workers was inaugurated.

For some time previous to this movement the miners had been working under the unprecedented low rate of 54 cents per ton for the Pittsburg thin vein district. The differential of nine cents per ton between the Pittsburg and Hocking Valley fields would make the rate in the latter, which forms the basis for Ohio, 45 cents per ton, which had been secured by many operators, while others were contending for it. The resulting situation was one of chaos and disorganization and was complicated by the fact that many as yet unfilled contracts had been made by operators on the basis of the low rate.

There was apparent a willingness on the part of the operators generally to concede an advance, provided, it could be equitably applied to all portions and conditions of the competitive field. The stumbling block to a speedy end of the strike apparently lay in the lack of uniformity existing among the operators of the Pittsburg district in the matter of wages and the method of payment. In fact, this was held to

have been a prolific cause of mining troubles for many years and a constant menace to the welfare of both miners and operators throughout the entire bituminous region of the four states under consideration.

As the strike, during the time it might last, withdrew the means of livelihood from something like 26,000 mine workers in Ohio and involved the prosperity of one of the greatest industries of the state, Governor Bushnell at once personally interested himself in seeing the trouble brought to an early and satisfactory termination. Acting in concert with his views on July 6th, two days after the suspension of work, the Board directed the Secretary to make overtures to the Boards of Arbitration of Indiana and Illinois proposing that a joint conference of the various states affected by the strike be held for the purpose of friendly interposition with a view of promoting a settlement. The Secretary of the Board proceeded to Indianapolis, where the co-operation of the Labor Commissioners of that state was at once obtained and that of the Illinois Board was promptly secured by telegraphic communication.

The strike centered in the Pittsburg district. A settlement there, as was apparent to all intelligent observers, would speedily be followed by settlements in other fields, and therefore it was agreed that the conference should be held in Pittsburg.

Pennsylvania having no Board of Arbitration, Governor Hastings was invited to appoint some one to represent the state at the proposed meeting. The Governor refused to comply with this request, taking the ground that as he had not been solicited by either operators or miners to take any action, he could not properly proceed in the premises.

The first session of the conference was held on July 12th, at the Seventh Avenue Hotel, Pittsburg. In addition to the Boards of Ohio, Indiana and Illinois, there were present Labor Commissioner Clark, of Pennsylvania, and Labor Commissioner Barton, of West Virginia. Organization was effected by the selection of Mr. Little, of the Ohio Board, as Chairman, and Mr. Schmidt, of the Indiana Board, as Secretary.

On a mission of mere friendly interposition on ground over which the Boards had no jurisdiction, the meeting was necessarily informal and unofficial. There was no power to summon witnesses or to compel the production of documents. Such information as was at hand, however, showed that a very unsatisfactory state of affairs existed in the coal business. There was lamentable lack of uniformity when methods of payment and measurement were taken into account, as disclosed by a then recent legislative investigation in that state and as otherwise brought to the knowledge of the Boards. Operators and miners in some instances acted independently of each other, and there was a wide diversity of prices, both in labor and the cost of the product in the market. It is by no means intended to be asserted that this condition was peculiar to Pennsylvania, for it was not. I speak of this district only because of its leading and controlling position in the bituminous coal industry, as all regarded it.

Valuable assistance in our investigations was rendered by the offi-

cers of the mine workers and by operators. The general sentiment of both operators and men was for uniformity, and the belief was expressed that it would not only tend to settle the existing difficulty, but that it would prevent future trouble. The local leaders of the strike declared "that mining at 54 cents per ton with uniformity would be better for the men than 69 cents without it."

After some time spent looking into the situation and getting such information as might be useful in promoting a settlement, at the instance of the Boards a convention of the Pittsburg operators was arranged, the call being signed by leading operators, some of whom were citizens of and operators in Ohio. The convention was held at the Court House Pittsburg, on July 27th and 28th and was the largest and perhaps the most important in the history of the industry. It was attended by members of the Boards, who by invitation participated in its deliberations. The meeting declared in favor of uniformity, with arbitration as a means of settling all fairly arbitrable questions which the parties themselves may not be able to adjust by agreement.

It may be worth while to state in this connection that uniformity comprehends cash payment of wages (abolition of company stores) correct weights guaranteed, fair screens and like wages for like work. At the instance of this board there was added to uniformity as originally proposed (a similar movement was attempted at Pittsburg two years before without success) the provision for the arbitration of the question of miners' wages on failure of agreement. It is embodied in the twentieth article and forms a most important feature of the contract and to which special attention is directed. It is broad and comprehensive as will be seen. All interests concerned, whether in the Pittsburg district or not, may be comprehended in an arbitral adjustment. With this provision and with uniformity enforced it is difficult to see what foundation or excuse either a strike or lockout would have to stand upon.

With the Pittsburg district free from the danger of such disturbances, Ohio would measurably enjoy a like security, such have been and are the relations between the two in respect of the coal industry.

Uniformity cannot but work a benefit to the operator, to the miner and to the general public, in that it will promote peace and tranquillity, not only in the Pittsburg district, but by example in Ohio and elsewhere. It was these considerations, and especially the arbitration article referred to that enlisted the active support of the members of this Board.

The contract which was unanimously agreed upon in convention establishing uniformity, and which was revised by a committee on which this Board had representation, is of so unique a character, and believed to be of such wide importance in the field of labor, that I venture to give it in full as an appendix to this report, omitting the schedule of mines referred to. It is the first effort so far as I know where employers

representing a great industry have entered into a contract among themselves enforceable in the courts, for the betterment of the conditions and protection of labor in that industry.

The committee having charge of the work sent a copy of the agreement to all operators in the Pittsburg district together with the following letter :

PITTSBURG, PA., August 4, 1897.

DEAR SIR: The undersigned committee, appointed by the Coal Operators' Convention held in Pittsburg on the 27th and 28th *ultimo*, and charged with the duty among others of securing signatures to the "uniformity agreement," unanimously adopted thereat, beg to hand you a copy herewith and respectfully but urgently request you to sign and return the same to the committee. By so doing operators living away will facilitate and make lighter our labors.

While the agreement is not perhaps just what many of us would have made it, we are satisfied it is the nearest possible approach to what will prove generally satisfactory. To a rare spirit of concession and a purpose to reach a fair and just basis for adjusting our differences and placing the coal industry in this district upon the surest, most stable and best possible footing, is due the proposed agreement. There was no question made as to "uniformity." No one opposed it. As to other matters, individual opinions were subordinated to the general judgment. Propositions were carried or lost by close votes. Amid considerable conflict of views when the judgment of the convention was ascertained after two days' deliberation and the vote came on the measure, thus evolved as a whole, there was not a single negative voice.

You will observe that with uniformity as a basis, all things else, as to which agreements are not reached, are subject to impartial arbitrament by conservative methods. With local issues thus provided for, the compact looks beyond to the arbitral settlement, under secure provisions, of questions in which other parties in other places have a common interest with us.

We hazard nothing in saying the proposed agreement is the broadest, fairest and best document of its character that has fallen under our observation, and we confidently believe a better and brighter day for our industry awaits its execution. It certainly embraces principles whose application would prove to be a long and lasting step towards repose, stability and living returns.

To make the plan a success it must command the support of substantially this entire coal field. This fact does not spring from desire or caprice. It is founded in necessity. A small per cent. of operators, possibly less than five even, on the "outside" might greatly embarrass and ultimately thwart the agreement, bringing matters back into as bad a plight as ever. A single refusal to sign means, therefore, a strong blow against the plan, and in effect a vote, among the few required, to continue the present unstable, unsatisfactory and unremunerative conditions, as respects both operator and miner.

To say the very least, is the plan not worth the trial to January, 1899? From a coldly selfish standpoint we believe there is but one answer, for our conditions could not be made worse; from the higher standpoint of the public weal which, you will agree, we are not at liberty to disregard, we *know* there is but one true answer—YEs. Such a trial will doubtless develop defects. These can then be cured, and the coal industry placed upon as stable a foundation as any in the land.

We trust our fellow operators, receiving this letter, will not only favor us with their signatures at the earliest moment, but will also lend their co-operation in

expediting the beneficent movement. Nothing should, and we are persuaded nothing will be allowed to stand in the way of its consummation at an early day. The time was never so propitious, nor the demands so urgent.

Very respectfully,

WM. P. DEARMIT,
J. C. DYSART,
J. J. STEYTLER,
N. F. SANFORD,
J. B. ZERBE,
Committee.

Some of the operators promptly signed and returned the agreement while others neglected the matter, or withheld their signatures so long that it became necessary to make a personal canvass of the district in order to secure the required percentage of names within the time specified.

The Indiana and Illinois Boards returned home after a short stay in the Pittsburg district, to look after labor troubles in their own states, but the work of the Ohio Board extended with intervals over a period of six months. It consisted in part of frequent and almost daily conferences with employers and employees, personal visits to various mining localities throughout the district, for the purpose of acquiring a thorough knowledge of the question at issue and of promoting a sentiment for uniformity and a desire for a settlement, among both operators and miners.

At the earliest moment the Board thought the time propitious for a settlement, it temporarily suspended its efforts to promote the uniformity agreement and directed its energies toward bringing the contending parties together, with a view of adjustment; that is to say, the operators of the Pittsburg district and the leaders of the United Mine Workers of America. It was convinced that a settlement at Pittsburg would, as it resulted, be a settlement in Ohio and elsewhere.

A joint meeting of said leaders and representative operators was held at Pittsburg, on August 24th and 25th. An effort was made at this conference to secure a temporary adjustment of matters pending an arbitration of the question at issue, in order that the miners might return at once to work. The hopes of the Board in this connection, fell short of realization, the operators and men failing to agree upon a scale or basis of operation, and the meeting adjourned without definite action.

The great strike in the meantime had evidently passed the zenith of its power. It was estimated by the national officers of the miners' union, that something like 100,000 men throughout the competitive field were idle. The sympathy and support of labor leaders and labor organizations all over the country had been enlisted in the cause. These supporting forces lead up to a certain point of enthusiasm, which, when passed, began to flag and left the fight to those directly interested. Contributions that had at first poured in freely from many sources, began to fall off, threatening before long a state of extreme destitution. In cer-

tain localities the idle men began to show signs of restlessness and there were apprehensions of disorder or a resort to violence. Besides this, the season of the lake trade was growing short.

After the Pittsburg meeting, the Board did not relax its efforts to bring about a further meeting between the parties. They met at Columbus on September second and third. Terms of settlement were happily agreed upon, and it only remained for the miners at large to ratify the action of their representatives to bring about a resumption of work. A special national convention of miners was called for September 8, at Columbus. The provisions of the proposed settlement were explained in the following call which was issued by the miners' officials :

"At a conference held at Columbus, Ohio, on September 2 and 3, between the National Executive Board and District Presidents of the United Mine Workers of America and a representative committee of the Pittsburg district operators, whom we consented to meet only after it became apparent that a national conference of operators and miners could not be convened.

The following propositions were submitted by the representatives of the Pittsburg operators to the Executive Board and District Presidents, as the basis of a settlement to terminate the present strike :

First—The resumption of work at a 64 cent rate of mining. The submitting of the question to a board of arbitration to determine what the price shall be, the maximum to be 69 cents and the minimum to be 60 cents a ton, the price to be effective from date of resuming work.

Second—A straight price of 65 cents a ton to continue in force until the end of the year, with the additional mutual understanding that a joint meeting of operators and miners shall be held in December, 1897, for the purpose of determining what the rate of mining shall be thereafter.

"Your Executive Board and District Presidents, after much deliberation and a thorough consideration of the two propositions, do recommend the latter, as in their judgment the best that can be secured, because of circumstances that are apparent to all who study market conditions since the inauguration of the strike.

"You, however, are the court of final adjudication; and must decide for yourselves what your actions shall be and when work shall be resumed.

"Additional reasons will be given and a full report made of the general situation at the convention. We would further advise that delegates come untrammelled by resolutions and uninstructed, other than to act in your best interest.

"At this time it is deemed advisable for the reason that provisions are made in the uniformity agreement now pending in the Pittsburg district, and which it is expected will be operative in that district on and after January 1, 1898, to arbitrate the question of relative differential between pick and machine mining, which will, we anticipate, do much towards furnishing us with more reliable data on that question than we possess at present, and to that extent will be beneficial to us in settling questions as between machine and pick mining."

This document was signed by the members of the National Executive Board and District Presidents.

The convention of Mine Workers which met at Columbus on the 8th of September, after a protracted session concurred in the action of the National and District officers, as expressed in the following resolution :

Resolved, That we, the miners of Pennsylvania, West Virginia, Ohio, Indiana and Illinois, in convention assembled, do hereby agree to accept the proposition recommended by our National Executive Committee, viz: 65 cents in Pittsburg District, all places in above-named states where a relative price can be obtained to resume work and contribute liberally to the miners who do not receive the advance, where the fight must be continued to a finish.

It was provided, however, that no district should resume work for ten days, in order to give miners in districts outside of Pittsburg an opportunity to confer with their operators and arrange settlements on the basis agreed upon. This provision was not generally observed. In many localities the miners resumed work within three days and the great coal strike of 1897 was at an end.

During the strike the miners had carefully noted the progress of uniformity. They were in full sympathy with it. On Saturday, September 11, 1897, the National Convention at Columbus adopted the following resolution :

Resolved, That the present is an auspicious time for miners and operators to unite throughout the bituminous fields in putting the coal industry upon a more stable, secure and remunerative footing both as respects operators and miners, and at the same time do no injustice to consumers; and we declare ourselves ready to unite in taking any reasonable steps to bring about that condition, among which steps we reckon "uniformity" as the chief.

In this connection it is due the miners to say that they, through their officers during this long, extensive and exciting strike, constantly advised against violence and disorder. So far as I know there was absolutely no destruction of property and no breach of the peace during the nine weeks of the strike. I know I but express the sentiments of this Board when I ascribe this fact to the great credit to the miners and their leaders.

The loss of earnings growing out of this strike has been estimated at \$7,000,000.

In the meantime the question of uniformity had not been lost sight of in the Pittsburg District. The work of procuring signatures to the agreement went forward to its consummation, upon which largely depends a permanent peace throughout the entire competitive coal field.

UNIFORMITY.

ARTICLES OF AGREEMENT.

These articles of agreement witness :

WHEREAS, the present condition of affairs gives promise of effecting a settlement of long existing differences and disputes between the coal operators of the Pittsburg district to a degree not hitherto attainable, nor likely soon again to be within reach :

THEREFORE, to achieve such end and to promote the common weal, the undersigned coal operators, in consideration of the covenants and promises to be mutu-

ally kept and performed by them respectively, and of other valuable considerations, them jointly and severally thereunto moving, and in further consideration of one dollar paid to each subscriber hereto by the others, the receipt whereof is hereby acknowledged, do agree among themselves and each with all the others to, and promise faithfully to observe, promote and carry out, all and singular the provisions covenants and articles following, to-wit:

DEFINITIONS.

The Pittsburg District embraces the coal mines—"Thin" and "Thick" vein, railroad and river—in what is commonly known as the "Pittsburg Coal Seam," including the coal mines within a radius of 55 miles, more or less, by rail, from Pittsburg, as a center, and all the river mines to the upper limits of the sixth pool on the Monongahela River, and all on the Youghiogheny River, a schedule of all of which mines is hereto attached and made part hereof.

A mine not provided with means of public transportation, nor producing as much as 10,000 tons of coal per annum, is not a coal mine, nor its proprietor a coal operator, within the meaning of this agreement.

The terms "Operators," "Parties," "Persons," "Subscribers," "Undersigned," "Us," and "We" include natural and artificial persons—firms and associations; and the plural includes the singular and the masculine the neuter gender and *vice versa*, where the context warrants it.

ARTICLES.

First—That we will pay the miners employed by us in cash for all the coal mined and loaded by them on the pit car or wagon on the basis of coal screened over the standard screen hereinafter provided for: Provided, if a different basis for screening coal or weighing coal before screening from that contemplated in this and subsequent articles shall be found necessary and binding upon the parties, hereto, because of recent legislation of this Commonwealth, then such basis is to stand modified to the extent necessary to conform to such legislation.

Second—Two thousand pounds shall constitute a ton, and checkweighmen shall be permitted on all tipples.

Third—Miners shall be credited with the full quantity of coal the mine car contains on the basis of coal screened over the standard screen, as hereinafter provided, as accurately shown by accurate and correct weights and scales.

Fourth—Neither owner nor operator nor other person connected with the management of a mine shall be interested, directly or indirectly, in the profits arising from the sales of merchandise to any employees of any such owner or operator, nor shall any person being such owner or operator, influence in any manner, any such employee to trade at any store.

Fifth—Payments shall be made in cash semi-monthly for all labor performed at the mines during the pay-period next preceding the pay days, without deduction or setoff for any merchandise, supplies or goods that may have been obtained by the miner from any store, or for, or on account of any order for such merchandise, supplies or goods.

Sixth—There shall be paid a uniform price for pick mining in the thin vein district, and a uniform price for pick mining in the thick vein district, the difference between which prices shall be the difference recognized and established in the joint convention of miners and operators held in Pittsburg in the month of December, 1895, unless and until said difference shall be altered as herein provided for either in Article 8 or Article 20, at the option of the thick vein operators as to which Article they will proceed under: Provided this article shall not apply to coal mined on the main line of the Pennsylvania Railroad and the Baltimore & Ohio Railroad, and shipped over either of said roads east of a line drawn north and south through Stewart's Station on the Pennsylvania Railroad.

Seventh—The difference between the rates of mining when done by hand, known as "pick mining," and mining when done by machines, known as "machine mining," shall be ascertained and established as hereinafter provided, and when so ascertained and established the same shall be binding upon all the parties to this agreement.

Eighth—The question of difference between the rates for "pick mining," and "machine mining," shall, and the question of difference in price of mining between thick and thin vein coal may be determined by the unanimous vote of the members of the Commission hereinafter created. But if not so determined within thirty days after this agreement goes into operation, then those engaged in each of the said classes of mining, whose controversies are determinable under this article, shall select one disinterested person as referee, and the two thus chosen shall select a third disinterested person as referee, and the three thus selected shall constitute a board of referees, and said question shall be referred to and be determined by such board; and the decision so determining such question of difference shall be binding upon all the parties hereto, and shall be enforced in the manner hereinafter provided for the enforcement of the awards or decisions of said commission.

Ninth—The superficial area of the standard screen over which coal shall be run, shall not exceed sixty square feet, with straight, flat, continuous bars the full length of the screen, with spaces between said bars not exceeding one and one-half inches. If any other screen than that described be used, the rate per ton for mining shall be so adjusted as to secure to the miner the same earnings for his output as though the coal had been screened over the first aforesaid screen.

Tenth—In case of the violation by any party to this agreement of any of the foregoing provisions, such party shall pay to said Commission, for the period during which he may have so violated or failed to observe any of such provisions, the sum of ten cents per ton upon each ton of the total output of coal mined by him, and such greater rate or price per ton as may be found and determined by said Commission to be just and proper, subject to the right of appeal, as hereinafter set forth. Said penalty or price, when collected, shall be distributed among the subscribers to this agreement, not so violating it, *pro rata*, in proportion to the amount of their total tonnage or output during the year ending January 1, 1897.

Eleventh—Any and all disputes, arising hereunder, either actual or prospective, shall be submitted to said Commission or a board of arbitrators, for final adjudication and settlement, as follows:

Any party to this agreement who shall discover or learn of a violation of the same, or of any one or more of its covenants, may file with said Commission, within ten days after any semi-monthly pay period, or as soon thereafter as he, with due diligence, shall have discovered or learned of such violation by any one or more of the parties hereto, his complaint in writing duly verified, setting forth the cause of complaint, and said Commission, having given at least three days' notice thereof to the alleged offender, shall within fifteen days after the filing of such complaint, examine the same and render its decision thereon; either party shall within ten days thereafter, have the right to file exceptions to such decision, whereupon said Commission shall proceed to consider such exceptions and shall, within ten days thereafter, determine the same. The party dissatisfied with such decision shall, within five days thereafter, if he so elects, give notice to said Commission that he appeals from the same to a board of three arbitrators, filing with said appeal the name of some one disinterested party as the arbitrator selected by him, whereupon said Commission shall select another disinterested party as arbitrator, and the two arbitrators thus chosen shall select a third disinterested party as the third arbitrator; to this board of arbitrators all questions of dispute raised by the decision of said Commission and exceptant shall be referred, and shall be passed upon and determined by it. After said board of arbitrators shall have been selected and the submission of arbitration signed by the chairman of said Commission, on behalf of

said Commission and said exceptant, the same shall be filed by the board of arbitrators or some one in its behalf, in some one of the courts of common pleas of Allegheny county, in the commonwealth of Pennsylvania, and thereupon and thereafter said submission shall have the same force and effect as if the same were a rule of said court, as provided for under sections 1 and 2 of the Arbitration Act of this commonwealth, relating to the submission and arbitration of causes, approved June 16, 1836. The award of said board of arbitrators, when filed in such cause, shall be final and conclusive upon all parties, without exception or appeal, and an execution for the amount of such award and cost may issue forthwith for the collection of the same.

We each for himself, and not one for the other, hereby expressly waive any and all rights of appeal from the final decision of said Commission, or of said Board of Arbitrators, whether such final decision shall be that of the said Commission, or of said Board of Arbitrators.

Twelfth—Within ten days after the signing of this agreement by all the operators herein contemplated they shall meet on the call of the persons named in Article Nineteenth, or a majority of them and choose, as hereinafter prescribed, nine of their members to act as a Commission, to be known as the "Uniformity Commission," on which the pick and machine, and the thick and thin vein mining interests, shall have proper representation. Said Uniformity Commission is hereby authorized, empowered and directed to enforce the decisions and awards herein contemplated and otherwise to perform all and singular the matters and things delegated to or imposed upon it by this agreement in the name of the "Uniformity Commission," with the same force and effect as though the individual names of members constituting said Uniformity Commission had been set forth.

Thirteenth—Said Uniformity Commission shall have full power and authority, *sua sponte*, and otherwise, at all times, to investigate the conditions at the several mines or the subscribers hereto, as to all the covenants and conditions arising hereunder during the continuance of this agreement, and finally to determine and decide whether the requirements and provisions thereof are being complied with, subject to the right hereinbefore reserved to each party hereto for a further arbitration. Said Uniformity Commission, and such inspectors or agents appointed by it, shall have at all times full and free access to the tipples, scales and screens of every subscriber hereto, with the right to enter thereon at any time, to examine the scales and screens, the books that refer to miners' earnings and payments and the pay-roll of every such subscriber; and the permission of entry herein given shall be taken to be an irrevocable license, while this agreement continues in force; and each subscriber shall, during the period aforesaid, on demand or request, produce his books, so far as they refer to miners' earnings and payments, and their pay-rolls, for the inspection and examination of said Uniformity Commission, or its agents, and upon failure or refusal so to do, said party shall be subject to the penalty and damages prescribed in Article Tenth.

Said Uniformity Commission shall, without delay, appoint such number of good, efficient and reputable inspectors as may be sufficient to perform the powers and duties conferred upon it in this agreement, and said inspectors so appointed shall make continuous, thorough and full examinations and inspections of every mine owned or operated by the subscribers hereto, and shall continue to make such examinations and inspections in like manner during the term of this agreement; and furthermore, they shall make weekly written reports to said Uniformity Commission of such examinations and inspections, carefully noting all violations of this agreement with all the particulars relating thereto. The members of said Uniformity Commission, as well as said inspectors, shall be severally sworn to the faithful performance of their respective duties and a copy of each oath shall be filed with and preserved by said Uniformity Commission. The reports of the

inspectors aforesaid shall be preserved and filed by said Uniformity Commission and access to said reports shall be at all times freely and fully allowed to each party hereto.

Fourteenth—Said Uniformity Commission shall have full power to decide whether or not the parties hereto are complying or continuing to comply with the requirements and conditions herein specified, reserving to parties the right of only additional arbitration as herein mentioned and set forth.

Fifteenth—Said Uniformity Commission shall promptly after the receipt of a complaint in writing as aforesaid from any subscriber hereto, or as soon as it otherwise may learn facts tending to show any violation of this agreement, proceed to investigate the matter; and, within three days thereafter, notify the complainant (if there be one), and the alleged offender of the time and place it will hear testimony; and at such hearing evidence may be given both orally and by deposition, and each party shall have the right to cross-examine the witnesses called by the opposite party. In the event that a question of law distinct from any question of fact arises, each party may be represented by counsel; and said Uniformity Commission shall, within fifteen days after hearing, render its decision in the matter, from which either party shall have the right to appeal, as hereinbefore provided. If any decision of said Uniformity Commission not appealed from, or any decision of the arbitrators to whom appeal has been made, shows a breach or violation of this agreement, or any part thereof, said Uniformity Commission shall at once proceed to enforce and collect the proper penalty for such violation, as herein provided for. And the parties hereto do hereby delegate, authorize and invest said Uniformity Commission with full power to impose and collect the penalties hereinbefore set forth for the violation of any of the provisions of this agreement, as herein provided. And all notices heretofore provided for or contemplated in this agreement shall be by registered letter mailed at Pittsburg, directed to the proper party to his postoffice address, as furnished by him, to said Uniformity Commission, which may extend the time for the closing of the testimony in any case not exceeding ten days.

Sixteenth—All communications, proceedings or reports made to said Uniformity Commission, or to arbitrators or parties differing from any decision shall be privileged communications, and the exclusive property of the Uniformity Commission and the parties hereto, and shall not subject any of such parties to any suit or action for libel, slander or otherwise.

Seventeenth—The basis of representation for the election of the members comprising the Uniformity Commission as well as voting for the determination of all questions where the action of the signers to this agreement is requisite and necessary, shall be one vote to each subscribing operator for each 100,000 tons and major portion thereof of said operator's total output of coal, as shown by the output of each subscriber hereto during the next preceding calendar year upon a report made by him or them to said Uniformity Commission under oath, and that each mine represented by signature hereto shall have the right to cast at least one vote, provided such mine is, and so long as it remains, in operation.

Eighteenth—This agreement shall continue in force, after a sufficient number of signatures are attached to make it operative, until January 1, 1899, unless sooner terminated by a vote of the majority in interest as indicated by the aggregate or total tonnage or output of coal on the basis hereinbefore provided for. The parties hereto shall each contribute and pay within ten days after the date of the signing of this agreement, to the chairman or treasurer chosen by said Uniformity Commission, for the purpose of paying its expenses and those of its agents, one-tenth of one cent per ton on each ton of the total output of their mines, respectively during the calendar year ending January 1, 1897: Provided, however, that in the event said contribution shall exceed the total actual expenses, as determined by said

Uniformity Commission, the excess shall be distributed at the termination of this agreement to the contributors thereof, *pro rata*, and on the basis of their contributions.

*This agreement shall not become operative unless signed on or before January 1, 1898, by 95 per cent of the operators contemplated thereby; but it shall be operative as soon as said proportion thereof shall have signed the same, and the fact certified to in writing by George W. Schluederberg, Alexander Dempster, J. B. Zerbe, W. P. DeArmit and William P. Murray, whose certificate shall be conclusive of such fact; provided, however, a meeting may be called and action taken as provided in article 19.

**Nineteenth*—After ninety operators have signed this agreement if any fifteen of them shall be of opinion that enough have signed to render it effective, and shall so signify in writing to George W. Schluederberg, or in his absence or failure to act, to any other person named in the preceding article, presenting him at the same time, a list of such signers with their respective addresses, he shall forthwith call a meeting thereof to be held at the Court House in Pittsburg, at two o'clock of the day to be named in the call, which shall be within ten but not within five days from the issuing of such call. Said call shall be at once mailed by him to each such subscriber and caused to be published in one or more daily papers of said city. The person so issuing such call shall, at the appointed time, call such meeting to order and thereupon the same shall be conducted according to parliamentary usages. A majority of the subscribers to this agreement attending such meeting shall constitute a quorum for the transaction of the business thereat, herein provided for. Said meeting by unanimous vote, including the chairman, of all said subscribers present and voting on the proposition, may modify any article of this agreement, except the first five, and the subscribers hereto severally pledge themselves to make every concession they consistently can by supporting any change found expedient to consummate and make operative and effective this agreement. And any change so made shall prevail and be binding on all the parties hereto, anything in these original articles to the contrary notwithstanding.

Twentieth—Whereas, the foregoing provisions when in operation resulting in "uniformity" leave the question of the amount of compensation to be paid to miners and mine workers undetermined; therefore in order that such question may be settled as to each class of mining with as much assurance of permanency as may be attainable, and in order to secure as far as possible, a just and fair basis for future adjustments of such compensation, it is further agreed:

That such Uniformity Commission in the absence of an agreement (which it is hereby authorized to enter into) between it and the miners, establishing such compensation, shall refer said question, including all relevant questions as to differentials, to a board of arbitration to be mutually agreed upon, or selected in the manner prescribed by said Uniformity Commission, and a like number of representatives from the miners who are employees of the subscribers hereto, fairly and duly authorized by such employees to act in that behalf, under such limitations and provisions, as shall be so agreed upon by said Uniformity Commission and representatives. As a part of the contract of submission it shall be stipulated that, within said limitations and provisions, the award of said board shall bind and be carried out by the parties thereto; but such award, if made this year, shall not apply to the price paid for mining, prior to January 1, 1898, in fulfillment of any *bona fide* con-

*There was a tacit understanding between this Board and influential operators promoting the agreement that if the requisite per cent. of signatures could not be had to make it operative an effort would be made before the expiration of the time for its consummation to secure such modifications as would permit its operation with a less per cent. When about 70 per cent. of the tonnage had signed, it became apparent that the required number of names could not be secured. A meeting of signers was accordingly called by the Uniformity Committee having the promotion of the contract in charge on the 16th day of December, 1897. At this meeting, attended by members of this Board, the signers adopted the following modifications to the agreement.

tract in writing at a specific price for future delivery of coal, existing, July 28, 1897, but shall apply after January 1, 1898, to such price. It shall also be stipulated therein that if it shall appear to said board of arbitration at any time that others than the original parties to such contract of submission, should be made parties thereto, in order to render any award more effective or durable, or to make the same more comprehensive, it shall be fully empowered, with the consent of said Uniformity Commission, and said representatives unanimously given, to secure and admit them as such parties under such terms as to it may seem just.

Twenty-first—This agreement may be executed by the parties signing several detached instruments instead of all signing the same one, the same to be filed with the treasurer of said commission. Said Uniformity Commission may call a meeting of the subscribers hereto, by causing at least five days' notice thereof to be mailed to each such subscriber, to fill any vacancy therein, for advisory purposes, or to take steps for a continuance of this agreement, after 1893 through the reexecution thereof in its existing or modified form; and to any meeting called for the last named purpose it shall submit a report as to the working and effects of the agreement, with such recommendations as to it may seem proper.

And we severally do hereby covenant and agree, that we have full and due authority to sign this agreement.

The provisions of this agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of each and every of the parties hereto, and every one of them jointly and severally.

IN TESTIMONY WHEREOF, witness our hands and seals, at Pittsburg, Pa., this day of, 1897.

To-wit:—

First—Strike out the last paragraph of Article 18, beginning with the words, "This agreement," and ending with the words and figures, "in Article 19," and insert, in lieu thereof, the following:

This agreement shall become operative and in force from and after January 1, 1898, upon the following conditions, to-wit:

(a) That the miners of the Pittsburg District will coöperate with the parties to this agreement in upholding and enforcing the same, and will officially so signify, in writing, to the secretary of this convention before said date, and—

(b) That the price of mining in those mines in said district not signed for in this agreement shall be ten (10) cents per ton above the prevailing price paid for like mining at the mines signed for herein, such differential being regarded as a reasonable one for the privilege of maintaining "stores," etc., retained by non signers.

Second—Strike out Article 19.

Third—The above modifications are to take effect only in case the signatures of 95 per cent. of the operators contemplated by Article 18 is not obtained on or before January 1, 1898.

The undersigned agree to the above modifications.

December, 1897.

The miners of the Pittsburg district in convention the following week having accepted the modifications and given due notice accordingly and such signers having each assented thereto in writing, the Uniformity Agreement as thus modified became an accomplished fact January 2, 1898.

THE PENNSYLVANIA AND LAKE ERIE DOCK COMPANY.

FAIRPORT HARBOR.

On August 8th and while at Pittsburg endeavoring to promote a settlement of the National Coal Strike, the Board learned through the public press that the ore handlers employed by The Pennsylvania and Lake Erie Dock Company at Fairport were on a strike and the situation had become alarming to the extent that the presence of the troops was deemed necessary by the local authorities to preserve peace and protect property.

Acting under the direction of the Board the Secretary immediately proceeded to Fairport, arriving there on Monday morning, August 9th, and found Company M, 5th Regiment, O. N. G., on the ground.

The company employed about 300 men representing Finns, Hungarians and Slavs ; but few of whom were English speaking people. It was therefore difficult to communicate with them intelligently and impossible to do so except through interpreters.

A conference was arranged between the representatives of the men, the company and the Board, and after a friendly discussion of the situation the following agreement was signed :

FAIRPORT HARBOR, O., Aug. 9, 1897.

WHEREAS, certain differences exist between The Pennsylvania and Lake Erie Dock Company and its employees, causing the suspension of work and consequent loss to both company and men, both parties are desirous of effecting a just and friendly settlement of said differences, to the end that work may be resumed and continue uninterrupted.

The following proposition is hereby made as a basis of settlement :

First—For unloading vessels: There shall be only nine men to each machine. No extra hatches to be worked than those supplied with machines.

Second—Each gang boss shall run his own gang and put his time in dumping.

Third—The pay envelopes of all employees shall be prepared at the office by the company and the name of each man and the amount due him shall be written in ink and the foreman of each gang shall place in each envelope the amount indicated, which shall be promptly delivered to the men.

It is hereby mutually agreed between the Pennsylvania and Lake Erie Dock Company and the committee representing the employees, that the first and third sections of the above proposition are hereby accepted and shall be operative from this date.

It is further agreed that the second section of the foregoing proposition shall be submitted to the State Board of Arbitration for its decision, which shall be accepted and binding upon all parties until December 31, 1897.

Pennsylvania and Lake Erie Dock Company,
By WILLIAM TRUBY,
Manager.
J. H. HERVEY,
ISAAC MATTSON,
MICKE PETRO,
Committee.

It was explained to the parties that the Board was engaged in the great coal strike and could not at that time arbitrate the question referred to in the foregoing agreement, but would do so as soon as its duties would permit.

Immediately after signing the agreement the strike was declared off, the men returned to work and the troops struck tents and retired from the scene within six hours after the arrival of the representative of the State Board.

This case furnishes a striking illustration not only to employers and employees, but to the state at large, of the benefit of a permanent State Board of Arbitration and Conciliation always ready to act as occasion requires. Although the strike only existed a couple of days, the situation was such that the local authorities felt the presence of the troops was required to insure peace and order. Their presence was quickly followed by the presence of the Board, which resulted in a prompt settlement entirely satisfactory and beneficial to the men and the company and the immediate withdrawal of the troops.

The coal strike was drawing to a close and the Board, feeling it could soon give attention to the unsettled question on the Fairport docks, addressed the following letter to the General Manager of the Company :

STATE OF OHIO.

OFFICE OF THE STATE BOARD OF ARBITRATION.

COLUMBUS, OHIO, September 4, 1897.

Mr. WILLIAM TRUBY, Gen. Mgr. Penn. and Lake Erie Dock Co., Fairport, O. :

DEAR SIR : As the great coal strike seems to be almost settled the State Board of Arbitration can in a few days take up the matter of difference between your company and its employees as to the duties of gang boss. While the Board is always ready to discharge any and all duties and aid employers employees in adjusting disputes, we feel that where friendly settlements can be reached by the parties themselves, it is best to do so without calling for our services.

The Board was highly pleased with the friendly relations existing between you and the committee of your employees. Each side manifested a disposition to do right and be fair. In view of this fact, it would seem that the differences between the company and the men as to the duties of gang boss, could and ought to be easily adjusted. If the matter is still in dispute, allow us to suggest that you invite the committee to a friendly conference with you on the subject. We feel that they will meet you in a spirit of fairness and trust you will be able to reach a satisfactory understanding with them. If, after such conference, you are still unable to agree and desire the services of the Board, we will respond to your request.

Very respectfully,

State Board of Arbitration,
JOSEPH BISHOP, Secretary.

A similar letter was sent to J. H. Hervey, chairman of the committee representing the men.

On September 9th the following reply was received from Manager Truby :

ANNUAL REPORT

THE PENNSYLVANIA AND LAKE ERIE DOCK CO.

OFFICE OF THE MANAGER.

FAIRPORT HARBOR, OHIO, September 18, 1897.

Mr. JOSEPH BISHOP, Secretary State Board of Arbitration, Columbus, O.:

DEAR SIR: I have your letter of September 4th and have submitted it to some of the men. I will write you fully as soon as I hear from them.

Yours truly,

WILLIAM TRUBY, Manager.

No reply was received from the men and as nothing further was heard from either side, the Board concluded the parties had settled the question as to the duties of gang boss to their own satisfaction and therefore took no further steps in the matter.

SALEM WIRE NAIL COMPANY.

SALEM AND FINDLAY.

On September 8th the Board received the following notice:

MAYOR'S OFFICE.

SALEM, OHIO, September 7, 1897.

To the State Board of Arbitration, Columbus, O.:

GENTLEMEN: I hereby (as required by law) notify you that a strike or lockout exists in this city between what is known as the Salem Wire Nail Mill and its employees. This strike has been going on for about six or eight weeks and there appears to be no reason to think that it will be mutually adjusted between the parties.

This mill when in full operation, affords employment to about 350 or 400 employees. Now I think that if some outside parties such as would have the confidence of both parties would appear and have a talk with them, that an adjustment might be had.

I most respectfully request that your honorable body give this matter your consideration and that you use whatever means you may have to bring about an adjustment of the same. As to just what the difference between the parties is, I cannot state definitely but I am satisfied that it is only a difference of wages.

Hoping that a good report may be quickly heard from you,

I am very respectfully yours,

J. D. FOUNTAIN, Mayor.

At the time the foregoing notice was received the Board was engaged in the general coal strike and therefore unable to give the matter attention.

As soon however as the coal troubles were settled the Board met at Salem and learned the facts to be as reported by Mayor Fountain.

The company stated that on account of the depression in business for several years past, the sharp competition in trade and the extra freight rates charged by railroads by reason of the unfavorable location of the works, it was compelled to change its system or method of wire drawing and also reduce wages in all departments.

The proposed change and reduction were not acceptable to either the wire drawers or nail makers who declared the company demanded a rate of wages much lower than that paid by other nail mills. They also claimed that market prices had advanced and general business conditions had improved to such an extent that enabled the company to continue operation without reducing wages.

Being unable to agree, the wire drawers went out on strike about July 20th and about the middle of August the nailers also ceased work.

During the strike the company arranged for drawing wire under the new system, by which it employed plate setters to adjust the plates for all wire drawers, instead of each man setting his own plates as heretofore.

Such was the situation when the Board met at Salem on September 13th. Several conferences were held with the company and the men, the Board urging each side to make such concessions as may seem right and just in order to settle their differences, but without avail.

The company owned and operated a wire nail mill at Findlay where the men, about 300 in number, were also on strike for the same reason as at Salem.

The members of the Board attended a meeting of the employees on the evening of September 13th, and urged the appointment of a committee with full power to act in the settlement of all differences between the men and the company, which was agreed to and such committee appointed.

The next morning the committee placed in the hands of the Board the following communication:

SALEM, OHIO, September 14, 1897.

To the State Board of Arbitration of Ohio:

GENTLEMEN: At a meeting of the employees of the Salem Wire Nail Company held in Salem on yesterday evening the undersigned were duly appointed and fully authorized and empowered to act for said employees in the adjustment and settlement of the differences between said employees and the company.

It was the request of the meeting that the members of your Board should visit Findlay with a view of securing the appointment of a similar committee from the employees of the company at Findlay to act in their behalf in conjunction with the undersigned, and we respectfully ask your Board to comply with such request.

The settlement contemplated is to be either by agreement or by arbitration under the laws of Ohio, as may be determined.

GEO. KLEINKURT,
ALEX. McLAUGHLIN,
J. A. TODD,
JOSEPH MARSHALL,
CHAS. MILLER,
EDWARD FARMER,
Committee.

To the above communication the Board made reply as follows:

SALEM, OHIO, September 14, 1897.

ANNUAL REPORT

To George K'einkurt, Ed. Farmer, Alex McLaughlin, J. A. Todd and others, Committee :

GENTLEMEN: Your favor of this date has been received. The Board will visit Findlay, as you request, today, and will advise you at the earliest moment of time and place of meeting with a view of adjustment, etc.

Hoping that an early and satisfactory settlement will be reached, we are

Very respectfully,

The State Board of Arbitration.

JOSEPH BISHOP, Secretary.

In compliance with the request of the employees at Salem the Board visited Findlay, attended a meeting of the employees and advised them to select a committee to act with the Salem committee in adjusting the trouble, which was promptly done and the following letter handed to the Board :

FINDLAY, OHIO, September 15, 1897.

To the State Board of Arbitration :

At a meeting of the employees of the Salem Wire Nail Works held in Findlay, Ohio, this day, the undersigned were duly appointed and authorized to act for said employees in the settlement of the differences between the employees and the company in conjunction with a like committee of employees of said company at Salem, Ohio. The settlement contemplated is to be either by direct agreement or by arbitration as provided by the laws of Ohio as may be determined.

ED. DEATER,
JOHN L. KRAMER,
A. LANE,
JAMES COLL,
JACOB LAPP,
ISAIAH BROWN,
F. C. NICHOLS,
Committee.

Accordingly the Board arranged for a conference of the committees representing the employees at Salem and Findlay with the officers of the company at Columbus on September 18th. Both sides were fully represented and each manifested a proper regard for the interest of the other. After meeting together for several days without reaching an agreement the Board gave notice that unless a settlement was made it would proceed to "investigate the cause or causes of the controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and make and publish a report finding such 'cause or causes, and assigning such responsibility or blame," as authorized by section 14 of the Arbitration Act.

On the evening of the 21st of September, the parties in the presence of the Board agreed on a basis of settlement mutually satisfactory and the strike declared at an end, and the next day the mills resumed work.

The men were represented by Mr. G. W. Ross, of Findlay, and Judge Jacob Ambler was present in the dual capacity of an officer and

counsel of the company. It is due these attorneys to say that they rendered most valuable assistance in bringing about a settlement. With such aids the adjustment of strikes and lockouts would rarely, if ever, fail.

BELLAIRE STEEL COMPANY.

BELLAIRE.

The following communication was received by the Board on October 16th.

MAYOR'S OFFICE,
BELLAIRE, O., October 15, 1897.

JOSEPH BISHOP, Secretary State Board of Arbitration, Columbus, O :

DEAR SIR: There is a strike on here in the Bellaire Steel Works for an advance in wages by the workmen employed in the converting mill in which about seventy men are affected, but in consequence of the above strike there are 400 or more men idle. The officers of the Bellaire Steel Company are as follows: J. R. McCourtney, President, and A. B. Carter, Secretary. William Carson is chairman of the strikers' committee.

Hoping this is satisfactory, I remain,

Yours truly,

FRANK WILLIAMS,
Mayor of the city of Bellaire.

A representative of the Board visited Bellaire and was informed by the strike committee that the men were affiliated with the Amalgamated Association of Iron and Steel Workers, and heretofore had a yearly scale of prices with the company; that previous to the expiration of the old scale in June, the committee presented to the company the list of prices for the year beginning July 1st; that they were told the works would soon close to make certain improvements whereby the company would increase and cheapen its product, and when ready to resume operation it would confer with them on the subject of prices.

Accordingly, about the 18th of June the mill shut down and remained idle about three months; that instead of conferring with the committee as agreed upon and arranging a scale of wages, the company made private contracts with the leading employees to pay them a salary instead of requiring them to work on a tonnage basis as heretofore; that having made such terms with the men in the most important situations the company announced that it was ready for business and the committee called at the office and submitted a revised scale including the salaried men and providing for thirty per cent. less than the list presented last June; that the firm refused the offer, whereupon the committee proposed another scale, omitting the salaried men but providing for the same general reduction of 30 per cent. in the pay of all tonnage hands, which

was also rejected ; that the men desired a friendly settlement of the wage question and the committee proposed another list of prices and offering 30 per cent. reduction on the original scale and including only those whom the company had placed on a tonnage basis ; that this was also declined by the company and the men commenced work without an agreement or scale of prices ; that after about three weeks' experience, they learned from the wages actually received that they were working at a reduction of about 45 per cent. they submitted to the company another scale, placing on a tonnage basis all employees of 1896, except the salaried men and offering an average reduction of 25 per cent. below the list of last year ; that the company refused to consider or receive this proposition, whereupon the men on October 12th gave 24 hours' notice and ceased work.

On the other hand the company stated it had for several years paid the Amalgamated Association scale of prices which was considerably higher than that paid by non-union mills, whose output was almost double that of the Bellaire plant ; that by reason of the limited capacity of the mill, and the higher rate of pay demanded by the men the company could not meet the market prices and therefore it became necessary to increase and cheapen the product of the concern ; that for this purpose the mill closed and remained idle, during which time certain improvements were made, whereby the company dispensed with the services of certain employees and were enabled to manufacture as largely and as cheaply as other similar establishments ; that after operating sufficient time under the improved methods to fully demonstrate the capacity of the mills, the company intended to confer with the men with reference to a scale of wages based on the prices paid by other like establishments ; that before ample opportunity had been given to test the new machinery and methods or to ascertain the tonnage of the plant, the men demanded a scale of prices for one year ; that the company declined to enter into such arrangements until all parties had by actual experience learned the capacity of the mill, that the work immediately preceding the strike was experimental and for the purpose of testing the improved machinery, ascertaining the tonnage of the mill, etc., in order that satisfactory arrangements could be made with the men ; that during such experimental period the men in violation of union rules went on strike, giving the company but 24 hours' notice ; that because the men had disregarded the rules of their organization to give two weeks' notice before going on strike, the company was no longer required to recognize their committee and in future would deal with them as individuals.

The representative of the Board endeavored to arrange a conference between the parties and made frequent efforts to that end but without success. The men were willing to attend such meeting but the company declined to meet or deal with their committee. Each side felt justified in the position it had taken and seemed determined to maintain it.

The company was anxious to resume business and as the old hands did not apply for work as individuals, they endeavored to secure new men. Fearing the introduction of non-union men would endanger the peace of the community, the Board renewed its efforts for a friendly conference and adjustment. In response to the invitation of the Board, President M. M. Garland, of the Amalgamated Association of Iron and Steel Workers, appeared on the ground and with the Secretary of the Board called on the company and endeavored to settle the trouble, but without avail.

In the meantime the company secured a number of new men and on the morning of October 21st commenced operations as a non-union establishment, and gradually increased their working force and product until the mill was apparently running to the satisfaction of the firm.

Finding their situations were being filled by men imported from other places, a number of the old hands became dissatisfied and returned to work on the company's terms. They were soon followed by others and on December 4th the union, realizing the movement a failure, declared the strike at an end.

The Secretary was present during this controversy in pursuance of the rules of the Board, but neither side requesting its further interposition he did not deem it a case requiring the presence of the other members and they were not called together.

It will be seen from the foregoing that much time has been employed by the Board during the past year under the arbitration act. While the other members were not present at every one of the controversies, the Secretary whose entire time was occupied was in consultation with them with reference to each case where they were not present. Of these leading strikes and lockouts, there was an average of one every three weeks during the year. There were perhaps as many more of minor importance which could not be attended because of the preoccupation of the Board, but which were for the most part settled by the parties directly interested without seriously interfering with the interests involved.

SIXTH ANNUAL REPORT

OF THE

OHIO STATE
Board of Arbitration,

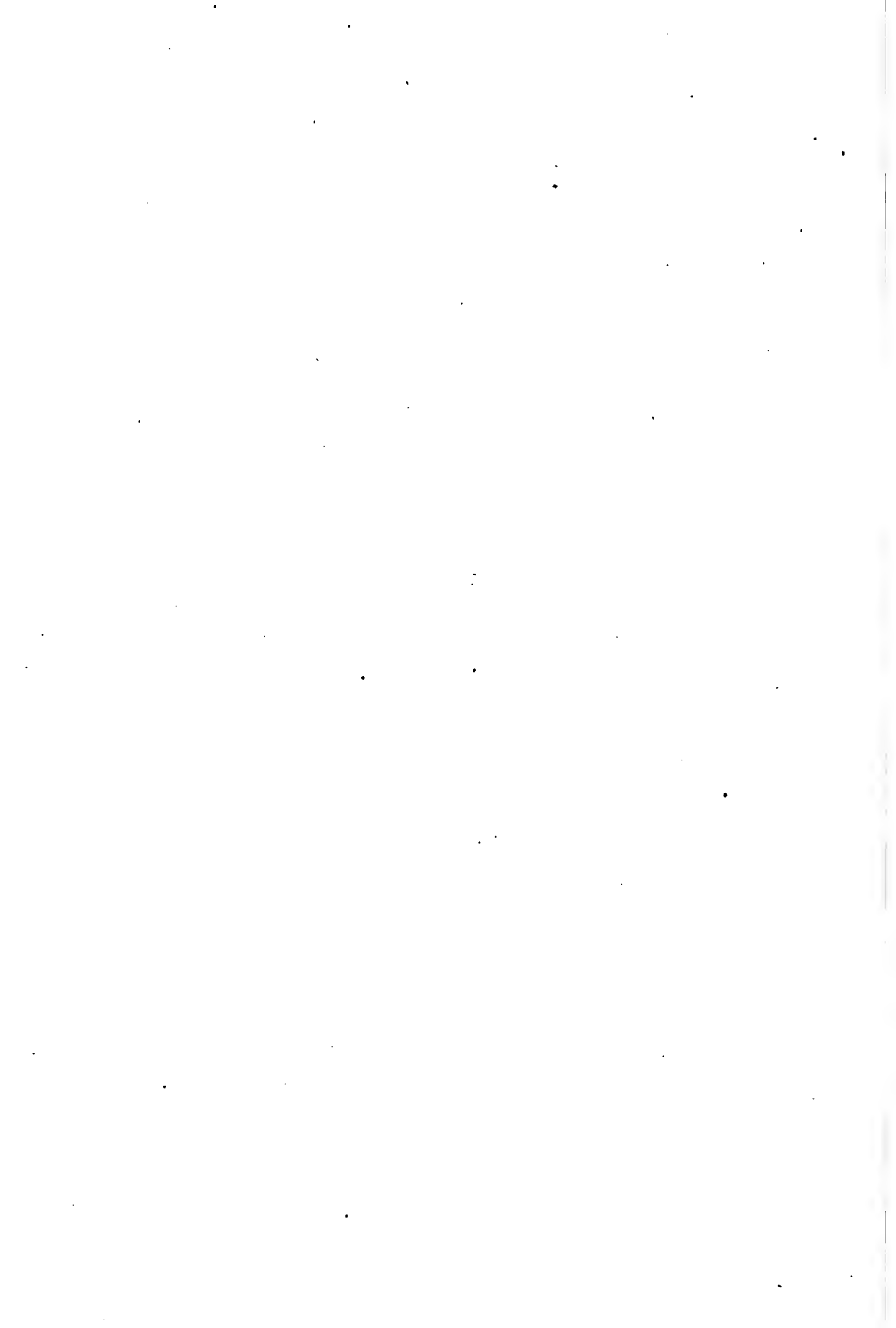
TO THE

Governor of the State of Ohio,

FOR THE

Year Ending December 31, 1898.

COLUMBUS, OHIO:
THE WESTBOTE CO., STATE PRINTERS.
1899.



STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,
COLUMBUS, December 31, 1898.

HON. ASA S. BUSHNELL, Governor of Ohio :

SIR: I have the honor to transmit herewith the sixth annual report of the State Board of Arbitration.

Very respectfully,

JOS. BISHOP,
Secretary.



ANNUAL REPORT

OF THE

STATE BOARD OF ARBITRATION.

COLUMBUS, OHIO, December 31, 1898.

To the Governor and Legislature of Ohio :

As required by law we respectfully submit our report for the year ended to-day.

As heretofore the secretary who devotes his entire time to the duties of his office, and is most familiar with the details of the Board's operations, in his report herewith submitted, fully discloses its actual workings for the year. His report is accompanied with remarks pertinent to the subjects under consideration which the other members commend as worthy of careful consideration.

We indulge the hope that the new addition to the State house may make it convenient to provide the secretary with an office room and appointments suitable to the requirements of the Board and the accommodation of the public.

COAL.

The coal problem still continues to be one of solicitude and engrossing interest. The Chicago agreement detailed by the secretary has operated to supersede for the time at least, the carrying out of the "Uniformity Agreement" discussed at length in our last report. The salient provisions of that agreement are so well and justly grounded that sooner or later in our opinion they will be recognized in practice as the best basis yet devised for adjusting differences between operators and miners and of securing that stability in this great basic industry so needful to the welfare of both and to the public at large. An arbitral board, in potentiality, such as is contemplated by "uniformity," selected by the several interests involved and certain because of the magnitude of those interests, to be wise and just, to whom all questions of difference, not solvable directly by the parties concerned, should be referred for decision, would be a protection against strikes and lockouts of incalculable benefit to employers and employed, as well as to the people generally.

The Hocking Valley operators did not accede to the Chicago agreement at the convention, but did so finally after fruitless attempts to secure its modification touching their interests. What may be their course when the question of a new agreement comes up next month is of course not for us to say. It is claimed however, that under the Chicago rates, with the nine-cent differential, theretofore prevailing in their favor over the thin vein district of Pittsburgh, but since cut entirely off, Ohio coal interests have suffered in a marked degree while those of neighboring states have been more than correspondingly improved.

The operators of West Virginia were not represented in the Chicago convention, and have not observed the rates for mining there agreed upon. That their coal trade during the year has greatly expanded is a matter of common observation.

The coal production of the principal bituminous states from 1882 to 1898—the last year estimated from the best data available at this time—is shown by the following table :

	Ohio. Net tons.	West Virginia. Net tons.	Illinois. Net tons.	Pennsylvania bituminous. Net tons.	Indiana. Net tons.
1882	9,450,000	2,240,000	11,017,069	24,640,000	1,976,470
1883	8,229,429	2,335,833	12,123,456	26,880,000	2,560,000
1884	7,840,062	3,360,000	12,208,075	28,000,000	2,260,000
1885	7,816,179	3,369,062	11,834,459	26,000,000	2,375,000
1886	8,435,211	4,005,796	11,175,241	27,094,501	3,000,000
1887	10,300,708	4,881,630	12,423,066	31,516,856	3,217,711
1888	10,910,951	5,498,800	14,328,181	33,796,727	3,140,979
1889	9,976,787	6,231,880	14,017,298	36,174,089	2,845,057
1890	11,494,506	7,394,654	15,274,727	42,302,173	3,305,737
1891	12,868,683	9,220,665	15,660,698	42,788,490	2,973,474
1892	13,562,927	9,738,755	17,862,276	46,694,576	3,345,174
1893	13,253,646	10,708,578	19,949,564	44,070,724	3,791,851
1894	11,909,856	11,627,757	17,113,576	39,912,463	3,423,931
1895	13,355,806	11,387,961	17,735,864	50,217,228	3,995,882
1896	12,875,202	12,876,296	19,786,626	49,557,453	3,905,779
1897	12,196,942	14,248,159	20,072,758	54,397,891	4,151,169
*1898.....	11,000,000	15,000,000	.....	57,000,000	.....

* Estimated.

These figures disclose a constant tendency in Ohio since 1892 to a decrease in coal product, and in all the other states more than a corresponding increase, that of West Virginia being the most pronounced. The falling off in this State for 1898 cannot be attributed therefore to the action at Chicago, though that may have had an influence. Causes back of that must be looked to. The quality of coal cannot explain the falling off; for our product is varied, and for some purposes the best the country affords. Our belief is that lower freights obtainable in states chiefly competing with us, and less rates for mining in West Virginia are closely associated with the decline.

But whatever the causes, there are the cold facts boding no good under prevailing conditions for Ohio coal interests. Unless a remedy is soon discovered and applied, and we trust it may be found without lowering wages, the coal industry of the State seems destined eventually to be relegated to local requirements. What that means to operators, miners, common carriers and the public at large, needs no portrayal from us.

ANTI-TRUST LAW.

It would not be within our province to refer to this statute, except that it seems to affect the relations of employers and employees. It is too early to determine its exact bearing in this respect. The indications, however, so far as we have observed them, are not assuring.

Last year there were in Ohio six establishments engaged in the manufacture of wire and wire nails. At two of these belonging to one company there were strikes.

The Board intervened, secured a conference between the employer and committees of the employes; and a settlement and resumption of work speedily resulted. There the stoppage of the mills cut off the earnings of the company as well as the wages of the men. A motive for settlement consequently mutually operated.

Shortly after the anti-trust bill was introduced into the Legislature, the American Steel and Wire Company took out its charter under the laws of Illinois. About the time, or perhaps shortly before, the bill became a law, the company organized and commenced business with a general office at Cleveland. Within a short time it had purchased or absorbed all the wire and wire nail mills in Ohio, besides a number from other states. The power that before was diversified became now concentrated in a single hand.

The employes at one of its mills in Cleveland and one in Indiana went out on a strike because of an alleged reduction of wages, an account of which is detailed by the secretary. The Board intervened in the Cleveland case, assisted by the city authorities, with a view to an amicable adjustment, and with what result? The company repeatedly refused to meet a committee on behalf of the strikers, though urgently requested by us and the mayor of the city so to do. It at length consented, but under conditions not satisfactory to the men, and nothing came of it. After continuing nearly three months the strike ended by the men accepting the scale of the company.

The stoppage of these mills did not, as in the other case, cut off the company's resources. It suffered perhaps no great loss. In fact, it closed one of its other mills after the strike began, and its running mills probably sufficed to meet the demands upon it. If so, the loss was all on the side of the men.

If the proposed Ohio law had to do with the formation of this company it resulted in accomplishing in this instance the very thing it was designed to prevent—the creation of monopolies with consequent power over prices of commodities and labor. No combination of the original mills could have resulted in a monopoly so strong and efficient to accomplish any purpose of a combination or trust.

The question has been raised whether Ohio coal operators, under this law, are not prohibited from becoming parties to a general agreement fixing the rates of mining in this State for the ensuing year.

Heavy penalties are denounced against trusts. And a trust is defined to be "a combination of capital, skill or acts by two or more persons, firms, partnerships, corporations or associations of persons, or of any two or more of them for either, any or all of the following purposes:

"First. To create or carry out restrictions in trade or commerce.

"Second. To limit or reduce the production, or increase or reduce the price of merchandise or any commodity.

"Third. To prevent competition in manufacturing, making, transportation, sale or purchase of merchandise, produce or any commodity.

"Fourth. To fix at any standard or figure, whereby its price to the public or consumer shall be in any manner controlled or established, any article or commodity of merchandise, produce or commerce intended for sale, barter, use or consumption in this State.

"Fifth. To make or enter into or execute or carry out any contracts, obligations or agreements of any kind or description, by which they shall bind or have bound themselves not to sell, dispose of or transport any article or any commodity or any article of trade, use, merchandise, commerce or consumption below a common standard figure or fixed value, or by which they shall agree in any manner to keep the price of

such article, commodity or transportation at a fixed or graduated figure, or by which they shall in any manner establish or settle the price of any article, commodity or transportation between them or themselves and others, so as to directly or indirectly preclude a free and unrestricted competition among themselves, or any purchasers or consumers in the sale or transportation of any such article or commodity, or by which they shall agree to pool, combine or directly or indirectly unite any interests that they may have connected with the sale or transportation of any such article or commodity, that its price might in any manner be affected. Every such trust as is defined herein is declared to be unlawful, against public policy and void."

In determining the purpose of any combination the courts would, we suppose, look to results rather than declarations. Parties to it would no doubt be held to have intended and purposed the natural and reasonable consequences of their act. For illustration, if the price of mining in Ohio were fixed at \$1.25 a ton the result would necessarily be a sharp advance in the price of Ohio coal, and the act fixing the price would consequently be illegal. On the other hand, if operators by some means should procure a rate of 25 cents a ton, a marked decline would as certainly ensue, and such procurement would also be illegal. If these views are justified, it is difficult to see how any material change in the price of mining can be brought about through combined effort, without subjecting participants to the penalties of the law, for all such changes are usually followed by changes in the price of coal.

Again, it is argued, if the coal interests in Ohio are suffering because of freight discriminations against them, no remedy, by concert of action, can be availed of. For instance, a railroad could well afford to, and doubtless would, transport the product of 10 mines of 100,000 tons each from the river to the lake at a lower rate than it could transport that of a single mine. Under this law the 10 could not agree together to secure and pay the lower rate, or to take any action to prevent competition among themselves in respect to transportation.

If the same 10 mines were located across the river in Kentucky or West Virginia, they could lawfully combine and secure the reduced freight rate. Are we thus to be tied while others take our trade?

If it shall turn out, as we have reason to apprehend it may, that this law, laudably designed, operates towards consolidating industrial establishments in the same line under single corporations with augmented power to fix the pay of labor and the price of commodities, or to hamper our own industries in the strife for trade with competitors in other states, a remedy, alike in the interests of labor and capital, cannot be too soon applied. A blow to a useful industry is also a blow at the labor engaged in it.

Since the organization of the Board in May, 1893, it has dealt with strikes and lock-outs during each year occurring, for causes and results specified in the following table

STATE BOARD OF ARBITRATION.

9

STATISTICAL.

Year.	Number of strikes.	Number of lockouts.	Total.	Reduction of wages.	Demand for advance in wages.	Refusal to recognize unions.	Refusal to reinstate discharged men.	Other causes.	Settled.	Not settled.
1893.....	10	.....	10	6	.....	2	.....	2	9	1
1894.....	12	2	14	11	3	.....	.....	.....	11	3
1895.....	12	.....	12	4	3	.....	1	4	11	1
1896.....	9	2	11	3	3	2	1	2	9	2
1897.....	15	4	19	7	8	1	1	2	14	5
1898.....	16	1	17	7	4	2	2	2	14	3
Totals ..	74	9	83	38	21	7	5	12	68	15

Numerous strikes were dealt with and settled by the Board and not embraced in the foregoing table, because of lack in number of employes engaged to fall technically under its jurisdiction.

It is also proper to observe that a multitude of strikes is occasionally reported in the table as a single one. For example, the Massillon strike of 1895 is counted as one, when in fact there were more than 20 distinct and separate mines involved.

VALUABLE PRECEPTS.

The following from the pen of Hon. Carroll D. Wright, United States Commissioner of Labor, Washington, D. C., so succinctly and so well states established principles and rules of conduct covering a wide range, that we gladly give it a place in these pages:

"Everyone has the right to work or to refuse to work for whom and on what terms he pleases, or to refuse to deal with whom he pleases; and a number of persons if they have no unlawful object in view, have the right to agree that they will not work or deal with certain persons, or that they will not work under a fixed price, or without certain conditions.

"The right of employes to refuse to work, either singly or in combination, except upon terms and conditions satisfactory to themselves, is balanced by the right of employers to refuse to engage the services of any one for any reason they deem proper.

"The master may fix the wages and other conditions not unlawful, upon which he will employ workmen and has the right to refuse to employ them upon any other terms.

"In short, both employers and employes, are entitled to exercise the fullest liberty in entering into contracts or service, and either party cannot hold the other responsible for refusing to entering into such contracts.

"It has been held, however, that employers in separate, independent establishments have no right to combine for the purpose of preventing workmen who have incurred the hostility of one of them from securing employment upon any terms and by the method commonly known as 'black listing,' debarring such workmen from exercising their vocation, such combination being regarded as a criminal conspiracy.

"On the other hand, a combination of employes having for its purpose the accomplishment of an illegal object, is unlawful.

"For instance, a conspiracy to extort money from an employer by inducing his workmen to leave him and deterring others from entering his service, is illegal; an association which undertakes to coerce workmen to become members thereof or to dictate to employers as to the methods or terms upon which their business shall be conducted, by means of force, threats or intimidation, interfering with their traffic or lawful employment of other persons, is, as to such purposes, an illegal combination."

Apropos to this, it seems worth while to insert the holding of the Supreme Court of Pennsylvania, per Mitchell Justice, rendered in the case of *O'Neil v. Behanna et al.*, in June, 1897, as covering conduct sometimes met with in labor difficulties:

"A display of force by strikers against laborers who wish to work, such as surrounding them in large numbers, applying opprobrious epithets to them, and urging them in a hostile manner not to go to work, though no force be actually used, is as much intimidation as violence itself. Such conduct will be restrained by injunction, and the actors will be liable in damages to the employer of the laborers.

"Where new men, employed to take the place of the strikers are on their way to work, their time cannot be lawfully taken up and their progress interfered with by the strikers on any pretense or under any claim of right to argue or persuade them to break their contracts.

"On a bill in equity for an injunction to restrain strikers from interfering with men employed in their place, the evidence showed that the new men were followed from their point of embarkation to their destination and importuned not to work; that they were met by the strikers in considerable numbers and called 'scabs' and 'blacklegs'; that they were sometimes surounded, and efforts were made to pull them away. *Held*, that the plaintiff was entitled to an injunction.

"Where a bill has been filed against strikers for an injunction and for damages for injuries caused by their illegal conduct, the plaintiff has a right to proceed with the case after the strike is over, for the purpose of recovering damages, and it is improper for a judge to express from the bench an opinion that the case should have been dropped."

This ruling has been followed by other courts and may be taken as a settled law.

Nothing but harm in the end to any cause can come from disobeying or disregarding the law. This Board has uniformly impressed this lesson upon persons involved where violence or disorder seemed imminent, that where these began, arbitration stopped, the coercive power of the State taking its place. The lesson is rarely unheeded. Not for five years has the Governor found it his duty to call upon the militia to enforce the law and maintain the peace because of any strike or lockout. In two or three instances during this time municipal authorities have called out the local militia for such purposes; but in those cases the action was largely precautionary, and in each case before the intervention of the Board. Respect for the law when it is understood and comprehended, however distasteful in its exactions, may be said to be the rule in labor controversies in Ohio.

RECOGNITION OF LABOR UNIONS.

The policy of the State for years has been to foster labor organizations. A member of this Board is required to be chosen from some labor organization. The Board is bound to deal with agents of these organizations when duly accredited as representatives of employees.

Notwithstanding the policy of the law, we frequently come in contact with employers who refuse to meet with or recognize committees of their own employees because of their belonging to a labor union.

We have failed to see any good results from this course, but have observed harmful consequences in a number of cases. Strikes have originated, been prolonged and embittered, entailing much loss and suffering because of it. It is a note-worthy fact that we meet with this refusal more frequently among corporate than individual employers,—we do not speak of common carriers—and the larger the corporation the more probable the non-recognition. A powerful corporation more likely than one less strong, demands to meet and deal with its employees individually and without representation in labor controversies. It tells you it wants no go-between, all the while blissfully unmindful that it is itself a great go-between.

Stockholders unite their accumulations of capital and knowledge in a particular line of business and create a central agency called a corporation. The agency secures the best skill and ability money will command to conduct its affairs. Thus supplied with a sagacious and powerful representative they stand back and say to their laborers through this representative:

"No representative from you will be heard, you each must speak and act for yourself."

We once visited a company to persuade it to meet a committee of its striking employes for a discussion of their differences, being satisfied such a meeting would result in a speedy settlement. At the appointed time the officers of the company through their attorney who had been called in for the occasion, in terse, guarded but respectful terms informed us they would not meet representatives of their employes, that only individually could they be heard and that no argument would swerve them from their determination. But such a meeting notwithstanding, was had days afterwards, and an unusually harmful strike was thereby settled.

The demand for such representation is not usually sentimental—not always for the purpose of having their unions recognized—though sometimes it is so. It has its rightful foundation beyond anything of that nature. It is or should be the aim of such meetings by full and fair discussion to compare differences and arrive at a fair and reasonable basis of settlement. It often, we might say it always happens that among considerable bodies of men, some are found unable to present and support reasons, however incontestible they may be, for a given course of conduct as against the always skillful on the other side. Proposed changes in wage scales are sometimes complicated and not thoroughly understood by employes working under them. For illustration, the new scale of the American Steel and Wire Company above referred to, makes quite a lengthy document, is technical in phraseology and quite incomprehensible except to those skilled or laboriously informed in that line of business. Perhaps not a tenth of the men in the striking mills fully comprehend it. For a full and intelligent discussion of its bearing and results representation on the part of the men became a necessity. And why such representation should be objected to we are more and more at a loss to understand.

We are glad to say its refusal is exceptional. Some of the greatest manufacturing corporations in the State ranking in fact among the first in the world, court it and prefer it. They are glad to avail themselves of any light, from whatever source, that may be thrown on questions of difference between themselves and their employes.

The evil under discussion may in time cure itself. It may be matter for legislative correction. Corporations are solely the creatures of law, and subject to the mandates of the General Assembly. The State it is submitted, might well forbid them to refuse a recognition required by its own agency created for composing labor troubles and conserving the public peace, and thus eliminate one fruitful source of trouble.

Very respectfully,

SELWYN N. OWEN,
JOHN LITTLE,
JOS. BISHOP,
State Board of Arbitration.

SECRETARY'S REPORT.

STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,
COLUMBUS, January 1, 1899.

To the State Board of Arbitration :

GENTLEMEN : I hand you herewith a report of the cases that have been brought to the attention of the Board under the arbitration law, during the year 1898.

Very respectfully,

JOS. BISHOP,
Secretary

GENERAL REMARKS.

In submitting my report of the cases that have come to the knowledge of the Board during the past year, I desire to say that many other minor cases were brought to my attention, but were not of such nature or extent as to require a meeting of the full Board. In nearly all such cases, however, the secretary has been in personal communication with employers and employees, bringing them together in friendly conference with each other, advising and urging moderation and fairness on the part of all concerned, and in a general way endeavoring to increase the respect of each for the other, and promote better relations between the men who have money and those who work for it.

It is a matter for congratulation that while other sections of the country have suffered on account of strikes and lockouts, resulting not only in violation of peace and order, but in the destruction of property, bloodshed and loss of life, our own people have not been exposed to such deplorable occurrences.

While we have, during the year just closed, witnessed labor disputes, involving large numbers of men, it is gratifying to know that those engaged in the movements had regard for the law and the honor of the State, and to their credit, do I record the fact that in no case brought to our knowledge, was it deemed necessary by the civil authorities to increase the usual police force to maintain order and preserve the peace.

Sudden changes in wages, or the conditions of work demanded by employers or employees and the persistent refusal of certain employers to recognize labor unions, or deal with the officers, committees or other authorized representatives of the workmen, in the adjustment of differences, continue to be the most frequent cause of strikes and lockouts, and the most difficult to modify or remove. In such cases, the strike situation is frequently aggravated by the determination of the parties to maintain the stand they have taken, and declare "there is nothing to arbitrate." The damaging results attending such untimely movements are clearly demonstrated in the experience of the Board during the year just closed.

It is a remarkable fact that the strikes involving the largest number of employees, and which have been most extensive in their influence, and caused the greatest losses in wages and business, with which this Board has had to deal, have been caused, or at least protracted, as above indicated.

In this connection, I desire to cite the following extract from the annual report of the Board for the year 1896 :

"We have heretofore called attention to a most fruitful source of lockouts and strikes, namely: The sudden change of relation between employers and employees, whether affecting wages, conditions of employment, or what-not, without previous notice or warning. Such changes almost invariably result in trouble, where extensive or numerous interests are involved. This is true, although the change in and of itself may be reasonable. The motive actuating it is apt to be misunderstood or not appreciated. If such proposed changes could be notified to the parties to be adversely affected with the reasons for the same long enough in advance of their taking effect to permit their dispassionate consideration, many a strike and lockout would be avoided. Reason, if given ample opportunity, is tolerably sure to assert its sway.

"No laborer, no employer, no union of laborers, and no combination of employers, should say in the face of disturbing differences, that it is nobody's business how they settle their disputes, or that 'there is nothing to arbitrate.' The stirring events of the past year disprove such a position. They at least, furnish food for reflection for

those who think the best way to settle labor differences, is to quit work or close up business altogether.

"Whatever may be the philosophy or grounds for organized labor, one fact may as well be accepted as settled and that is that labor organizations are a permanent feature of our industrial system.

"They are recognized and encouraged by our laws and the manifest tendency of law-makers is to protect and promote rather than impede and retard them. The creation of this Board presupposed their existence.

"While capital is massed in great sums and placed under a single directing hand, labor, from a motive of self-protection, may be expected to tend in the same direction.

"Organized labor, like organized capital, can operate only through its chosen *media*. The agent is the hand and mouth-piece of each. He directs its course and commands its movements. It is likely in the end to prove as futile to undertake to ignore him in the one case as in the other. A tolerated disregard of the agent means as viewed by the labor organization, its own disintegration.

"This Board, under the law, is bound to recognize the agents, and deal with them, of either party to a controversy and at the same time to keep secret the names of their principals who are employees.

"The fact is recognized by the law that it may be to the interest of individual laborers to act through agents rather than for themselves. Our experience leads us especially to commend the wisdom of the law in this regard. The workmen are helped and employers are benefited thereby. Could there be a more general acceptance of and acquiescence in these facts by employers, harmony would be greatly promoted. We have discovered that when strikes occur sometimes the parties issue public statements of the cause and of their positions respecting the same. These are not infrequently put forth in moments of excitement or passion and tend to increase rather than allay the difficulties.

"The parties thus having assumed their positions before the public, not always tenable, are reluctant to recede from, or listen to arguments against, them.

"Their controversy is thus in a sense made a public one, and each side gains active adherents of the 'last ditch' variety. Labor controversies are thus liable through a spirit of pride to degenerate into strifes for victory merely. The question of each side becomes one of how to defeat the other; not one of what is right and best for the parties and for the public. When such controversies are ended and passion dies out, it oftener happens than otherwise that the victors even come to realize the unwisdom of the course pursued and the harm brought to themselves when remedy is beyond reach.

"Settlements are thus immeasurably made more difficult. Our advice to parties in a strike or lockout, if requested, would always be against making public manifestoes."

In this connection, I desire to call your attention to the neglect or indifference of mayors and probate judges as to the duties imposed upon them by section 13 of the arbitration law, which provides:

"Whenever it is made to appear to a mayor or probate judge in this State that a strike or lockout is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employees involved, so far as his information will enable him to do so."

In requiring the mayor or probate judge to give such notice, it was evidently the purpose of the law that the Board should receive prompt and official information, in order that it might put itself in immediate communication with the parties, and endeavor to avert threatened strikes, and promptly settle such disputes as may have occurred. The failure to "notify the State Board" deprives it of the opportunity to act in the earlier stages of labor disputes, while friendly relations exist between the

parties, and settlements are comparatively easy, and in certain cases lead to long drawn-out and bitter strikes, involving heavy loss to employers, employees and the community in general.

The importance and advantage of the settlement of labor disputes by arbitration, is becoming more apparent, and it is believed that as employers and employees become better acquainted with the law and more familiar with the methods of the Board, its services will be more generally invoked, and strikes and lockouts become less frequent.

REPORTS OF CASES.

THE COAL SITUATION.

At the time of closing our last annual report, the coal mines of the State were being operated under the terms agreed upon by the conference of representative operators of the Pittsburgh district and the miners' officials held at Columbus, September 2 and 3, 1897, and ratified by Miners' National Convention, September 10, providing for 65 cents per ton in the Pittsburgh thin vein and 56 cents per ton in the Hocking Valley district which was the basis of settlement of the great coal strike of 1897. There was a "mutual understanding that a joint meeting of operators and miners shall be held in December, 1897, for the purpose of determining what the rate of mining shall be thereafter."

In the meantime, the National President of the miners issued a request for a meeting of operators and miners, and as this was the first formal or official movement leading up to the present inter-state agreement, I will, as a matter of record for future reference, quote from the Official Report of Proceedings of the Joint Conference of Miners and Operators held at Chicago, Ill., January 17-28, 1898:

PRELIMINARY CONFERENCE.

In response to the published request of Mr. M. D. Ratchford, National President of the United Mine Workers of America, representative coal operators and miners of the states of Pennsylvania, Ohio, Indiana and Illinois, met at the Chittenden Hotel, Columbus, Ohio, on December 27, 1897, for the purpose of arranging a conference or convention for reviving and establishing such inter-state agreements on rates and prices for the mining of coal, as, properly and faithfully observed by the miners and the operators respectively, might establish settled market conditions, and promote such amicable relations between the different states and between employers and employees, as to advance the mutual interests of both.

There were present on behalf of the operators—

PENNSYLVANIA—Pittsburgh district—F. L. Robbins, J. C. Dysart, U. A. Andrews, W. R. Wilson, M. H. Taylor, F. M. Osborne.

OHIO—J. S. Morton, Thos. Johnson, O. F. McKinney, H. L. Chapman, R. H. Johnson, B. F. Berry, S. J. Patterson, H. D. Turney, C. L. Poston, Jos. Slater.

INDIANA—R. S. Tennant, W. S. Bogle, Wm. Risher, J. K. Seifert, J. Smith, Talley.

ILLINOIS—J. C. Simpson, A. L. Sweet, Jos. Garaghty, H. N. Taylor, A. J. Morehead.

INDIANA—Block district—Jas. McClellan, W. W. Risher, C. A. Eastman.

And on behalf of miners—

M. D. Ratchford, National President; W. C. Pearce, National Secretary and Treasurer; W. E. Farms, Ohio, President District No. 6; Fred Dilcher, Ohio, of National Executive Board, T. W. Davis, Ohio, Editor Mine Workers' Journal; Patrick Dolan, Pennsylvania, of National Executive Board; J. G. Robinson, West Virginia, President

District No. 13; Henry Stephenson, West Virginia, of National Executive Board; W. G. Knight, Indiana, President District No. 11; J. H. Kennedy, Indiana, of National Executive Board; Samuel Anderson, Indiana, President District No. 8; J. M. Hunter, Illinois, President District No. 12.

Mr. M. D. Ratchford was appointed Chairman.

Mr. F. S. Brooks, Secretary.

In brief, after discussion of the availability of different cities, Pittsburgh, Cleveland, Columbus, Indianapolis and Chicago as the place for holding the proposed inter-state convention, Chicago was selected, and Monday, January 17, as the date.

The annual convention of the miners having been fixed to be held at Columbus during the week prior to January 17, the extra expense to them through attendance at Chicago was met by the operators agreeing to provide the extra transportation of the miners' delegates and officers.

In consideration of the fact that existing mining rates all were to expire January 1, 1898 (with the exception of certain recognized mining contracts in the State of Illinois, to which due consideration must be allowed), it was agreed that existing rates of mining be continued to January 15, 1898, without prejudice or precedent as to the prices to be agreed on.

That the prices to be fixed at said joint convention should date from January 16, 1898, and that if no prices be agreed on at said joint convention, then existing prices continue until the close of said joint convention.

A proper committee was appointed, and the following notification was by this committee issued to the miners and operators of Western Pennsylvania, Ohio, Indiana, Illinois and West Virginia.

F. S. BROOKS,
Secretary.

COLUMBUS, OHIO, December 28, 1897.

To the Operators and Miners of Western Pennsylvania, West Virginia, Ohio, Indiana and Illinois:

GENTLEMEN: At a meeting of operators' and miners' representatives, held at Columbus, O., on this 27th day of December, 1897, it was unanimously agreed that a joint meeting of miners and operators of this competitive coal field be held in the Y. M. C. A. building, at Chicago, Ill., at 10 o'clock A. M., on Monday, January 17, for the purpose of establishing mutual relations, and formulating an annual scale of prices to be paid for mining in the various fields in the states aforesaid for the ensuing year; and such adjustment of differentials as may be agreed on, and if possible the permanent establishment of inter-state agreement on the mining question; and the consideration of such other matters as may properly come before such meeting.

On behalf of miners—

On behalf of operators—

W. C. Pearce, Ohio,
Patrick Dolan, Pennsylvania,
J. M. Hunter, Illinois,
J. H. Kennedy, Indiana,

F. L. Robbins, Pennsylvania,
H. N. Taylor, Illinois,
R. S. Tennant, Indiana,
J. S. Morton, Ohio,

Committee.

Committee.

M. D. Ratchford, on behalf of National Executive Board.

Pursuant to the foregoing notice, the coal operators of Pennsylvania, Ohio, Indiana, Illinois, and representative miners of the four states named, with also representative miners of West Virginia met at Chicago on January 17, 1898. There were present at the convention 250 operators and 278 miners, accredited to the several states as follows:

Miners.	Operators.
40.....	Pennsylvania.....45
83.....	Ohio.....67
27.....	Indiana.....43
111.....	Illinois.....95
17.....	West Virginia.....Not represented.
<hr/> 278	<hr/> 250

The convention met from day to day until January 27. During the 10 days' session every feature of the business was fully discussed and the following agreement entered into:

CHICAGO, January 28. Contract between the operators of the central competitive coal field and the United Mine Workers of America.

"The following agreement, made and entered into in joint inter-state convention in this city, (Chicago, Ill.), January 28, 1898, by and between the operators and miners of Illinois, Indiana, Ohio and Western Pennsylvania, known as the Pittsburgh thin vein district, witnesseth:

"1. That an equal price for mining screened lump coal shall hereafter form a base scale in all the districts above named, excepting the State of Illinois, the block coal district of Indiana to pay 10 cents per ton over that of Hocking Valley, Western Pennsylvania and Indiana bituminous district, and that the price of pick run of mine coal in Hocking Valley and Western Pennsylvania shall be determined by the actual percentage of screenings passing through such screen as is hereinafter provided, it being understood and agreed that screened or run of mine coal may be mined and paid for on the above basis at the option of the operators, according to market requirements, and the operators of Indiana bituminous shall also have like option of mining and paying for run of mine or screen coal.

"2. That the screen hereby adopted for the State of Ohio, Western Pennsylvania and the bituminous district of Indiana shall be uniform in size, six feet wide by twelve feet long, built of flat or akron shaped bar of not less than five-eighths of an inch surface, with one and one-fourth inches between bars, free from obstructions, and that such screen shall rest upon a sufficient number of bearings to hold the bars in proper position.

"3. That the block coal district of Indiana may continue the use of the diamond screen of present size and pattern with the privilege of run of mine coal, the mining price of which shall be determined by the actual screenings, and that the State of Illinois shall be absolutely upon a run of mine system, and shall be paid for on that basis.

"4. That an advance of 10 cents per ton of 2,000 pounds for pick mined screened coal shall take effect in Western Pennsylvania, Hocking Valley and Indiana bituminous districts on April 1, 1898, and that Grasp Creek, Ill., and the bituminous district of Indiana shall pay 40 cents per ton run of mine coal from and after same date, based upon 66 cents per ton screened coal in Ohio, Western Pennsylvania and the Indiana bituminous district, same to continue in force until the expiration of this contract.

"5. That on and after April 1, 1898, the eight-hour work day with eight hours' pay, consisting of six days per week, shall be in effect in all of the districts represented, and

that uniform wages for day labor shall be paid the different classes of labor in the fields named, and that internal differences in any of the states or districts, both as to prices or conditions, shall be referred to the states or districts affected for adjustment.

"6. That the same relative prices and conditions between machine and pick-mining that have existed in the different states shall be continued during the life of this contract.

"7. That present prices for pick and machine-mining and all classes of day labor shall be maintained in the competitive states and districts until April 1, 1898.

"8. That the United Mine Workers' Organization, a party to this contract, do hereby further agree to afford all possible protection to the trade and to the other parties hereto against any unfair competition resulting from a failure to maintain scale rates.

"9. That this contract shall remain in full force and effect from April 1, 1898, to April 1, 1899, and that our next annual inter-state convention shall convene in the city of Pittsburgh on the third Tuesday in January, 1899. Adopted."

For Illinois Operators—J. H. Garaghty and E. T. Bent.

For Indiana Bituminous Operators—Walter S. Bogle.

For Indiana Block Operators—C. B. Niblock.

For Pittsburgh Thin Vein District Operators—J. C. Dysart and F. M. Osborne.

For Illinois Miners—J. M. Hunter and W. D. Ryan.

For Indiana Bituminous Miners—W. G. Knight and J. H. Kennedy.

For Indiana Block Coal Miners—J. E. Evans.

For Ohio Miners—W. E. Farms and T. L. Lewis.

For Pittsburgh Thin Vein Miners—Patrick Dolan and Edward McKay.

For West Virginia Miners—Henry Stephenson.

Members National Executive Board U. M. W. of A.—Fred Dilcher, John Fahy, Henry Stephenson, Edward McKay, J. H. Kennedy and W. D. Ryan.

M. D. Ratchford, President U. M. W. of A.

John Mitchell, Vice-President U. M. W. of A.

W. C. Pearce, Secretary-Treasury U. M. W. of A.

In accordance with the resolution adopted at a meeting of the scale committee of the inter-state convention at Chicago, January 28, 1898, representative operators and representative miners from Pennsylvania, Ohio, Indiana and Illinois, met at the Chittenden Hotel, Columbus, March 8, 1898, and agreed upon the following scale of wages and conditions to govern all inside day labor for the year beginning April 1 next, and ending April 1, 1899:

INSIDE DAY WAGE SCALE.

Tracklayers	\$1 90
Tracklayers' helpers	1 75
Trappers	75
Bottom cagers.....	1 75
Drivers	1 75
Trip riders	1 75
Water haulers	1 75
Timberman, where such are employed..	1 90
Pipe men, for compressed air plants	1 85
Company men in long wall mines, third vein districts, Northern Illinois..	1 75
All other inside day labor	1 75

The above scale was arrived at by taking the average of the wages paid in all of the competitive districts and reducing said average to an eight-hour day, then adding the advance to said average to correspond with the advance in the price of mining to be paid April 1, next.

RESOLUTION NO. 1.

The above schedule of day wages applies only to men employed in the performance of their labor, and does not apply to boys unless they can do and are employed to do a man's work.

RESOLUTION NO. 2.

WHEREAS, We have failed to agree upon a uniform rate of wages for the different classes of outside labor for the entire competitive field, owing to the variations of conditions over which we have no control;

Resolved, That the employing of outside day laborers around the mine and wages to be paid the same shall be left entirely to the employers and such employes in all the competitive districts, and the question of uniform wages for outside labor be referred to our next inter-state joint convention.

Resolved, That where any member of the present force of outside day labor in the competitive field prefer to work in the mine in preference to accepting the wages offered for their services as outside day laborers, they shall be given places in the mine to mine coal.

RESOLUTION NO. 3.

Resolved, That an eight-hour day means eight hours' work in the mine at usual working places for all classes of inside day labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from same at night. Regarding drivers they shall take their mules to and from the stables and time in doing so shall not include any part of the day's labor, their work beginning when they reach the change at which they receive empty cars, but in no case shall a driver's time be docked while he is waiting for the cars at the point named.

RESOLUTION NO. 4.

Resolved, That when the men go into the mine in the morning they shall be entitled to two hours' pay, whether or not the mine works the full two hours. But after the first two hours the men shall be paid for every hour thereafter by the hour for each hour's work or fractional part thereof. If, for any reason, the regular routine work cannot be furnished the inside labor for a portion of the first two hours, the operators may furnish other than regular labor for the unexpired time.

The above was agreed to after the most careful discussion of each item, and we believe it to be the best and most equitable solution of the questions involved, taking into consideration the various interests to be harmonized in order to reach a uniform scale.

It is expected that all the prices and conditions shall be strictly adhered to by both operators and miners.

(Signed)

S. M. DALZEL, *Chairman*,
L. T. LEWIS, *Secretary*.

Columbus, O., March 10, 1898.

Committee on behalf of operators :

Illinois—S. M. Dalzell and A. Moorshead.

Indiana—Jos. H. McClelland and P. H. Penna.

Indiana Block—W. W. Risher.

Ohio—J. S. Morton and W. J. Mullins.

Pennsylvania—G. W. Schluederberg and John A. O'Neil.

Committee on behalf of miners :

Illinois—John M. Hunter and W. D. Ryan.

Indiana Block—Barney Navin.

Indiana—J. H. Kennedy and W. G. Knight.

Ohio—W. E. Farma and T. L. Lewis.

Pennsylvania—P. Dolan and Wm. Warner.

On behalf of the United Mine Workers of America.

M. D. RATCHFORD, *President*,

W. C. PEARCE, *Secretary*.

In order to a more complete understanding of the prices paid for mining and the conditions prevailing in the several states and districts from the time the general coal strike ended in September, 1897, until the Chicago agreement went into effect April 1, 1898, the following official list is given :

GENERAL PICK-MINING RATES AND CONDITIONS PREVAILING AT THE DATE OF CHICAGO INTER-STATE CONVENTION OF JANUARY, 1898.

WESTERN PENNSYLVANIA.

(Bituminous or Pittsburgh District.)

THICK VEIN.

Screened lump, 48 to 52 cents per ton 2,000 pounds, varying with location and conditions.

THIN VEIN.

Generally 65 cents per ton 2,000 pounds, screened lump ; at N. Y. & C. G. C. Co.'s mines, 55 cents per ton 2,000 pounds, screened lump.

SCREENS.

Not exceeding 60 feet superficial area ; 1½ inches between bars.

PENNSYLVANIA.

Day's work, 10 hours ; no general Saturday half-holiday.

OHIO.

HOCKING VALLEY DISTRICT AND CAMBRIDGE.

Fifty-six cents per ton 2,000 pounds, screened lump; 9 hours a day's work. Saturday half-holiday. Standard screen.

EASTERN OHIO.

Fifty-six cents per ton 2,000 pounds, screened lump; 9½ hours a day's work. Saturday half-holiday. Standard screen.

Middle District. Fifty-six cents per ton 2,000 pounds, screened lump; 9 hours (noon hour excepted) a day's work. Saturday half-holiday. Screens 60 feet standard size, excepting one mine, 72 feet; 1½ inch spaces.

JACKSON COUNTY.

Fifty-six cents per ton 2,000 pounds generally; same as Hocking Valley, excepting some mines about Coalton, where 5 cents per ton more is paid for very low coal; standard screen; 9 hours a day's work. Saturdays, 8 hours.

PALMYRA.

Generally 7½ cents above Hocking, viz.: 63½ cents per ton; coal below 3 feet, taking further differentials; standard screen.

SALINEVILLE.

No. 6 Vein. Fifty-six cents per ton 2,000 pounds, screened lump, over screens 1½ inches between bars; 48 feet superficial area.

Strip Vein No. 7. Seventy-one cents per ton 2,000 pounds, screened lump, over screens 1½ inches between bars; 40 feet superficial area.

Ohio Standard Screen. Six feet wide, 12 feet long, 72 feet superficial area, with no obstructions; 1½ inches between continuous bars of flat or akron shape.

INDIANA.

BITUMINOUS.

Screened lump generally 56 cents per ton, same as Ohio; over diamond bar screen, with 1½ inch spaces between bars. Bars mostly 1 inch square, set on edge.

In Southern Indiana, flat bars 1½ inches between, as equivalent to 1½ inch spaces diamond setting.

Run of mine, price optional with operators, based on proportion of screenings.

BRAZIL BLOCK.

Coal 3 feet 1 inch thick and over, 66 cents per ton lump. Coal 2 feet 10 to 3 feet 1 inch, 71 cents per ton lump. Coal under 2 feet 10 inches, 76 cents per ton lump. Over screens 72 feet superficial area, diamond bars, 1½ inches apart.

Indiana day's work, 9 hours.

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ILLINOIS.

(All run of mine.)

FIRST DISTRICT.

Streator and associated mines, 44 cents per ton 2,000 pounds.

Third vein and associated mines, 60 cents per ton 2,000 pounds.

Wilmington and associated mines, including Bloomington, 65 cents per ton 2,000 pounds.

SECOND DISTRICT.

Danville, Westville, Grays Creek and associated mines in Vermilion county, 37 cents per ton 2,000 pounds.

THIRD DISTRICT.

Springfield and associated mines, including Niantic on the east, Lincoln on the north, and Springfield on the south, 37.7 cents per ton 2,000 pounds.

* FOURTH DISTRICT.

Mines on C. & A. south of Springfield to and including Carlinville, Taylorville, Pana, Litchfield and Hillsboro, 32.2 cents per ton 2,000 pounds.

Assumption and Mcwesaqua long wall mines, 52 cents per ton 2,000 pounds.

FIFTH DISTRICT.

Glen Carbon, Belleville and associated mines, 37 cents per ton 2,000 pounds.

SIXTH DISTRICT.

Duquoin, Odin, Sandoval, Centralia and associated mines, 28 cents per ton 2,000 pounds.

SEVENTH DISTRICT.

Carterville, Williamson county, and associated mines in Big Muddy district, 28 cents per ton 2,000 pounds.

EIGHTH DISTRICT.

Fulton and Peoria counties and associated mines, 45 cents per ton 2,000 pounds.

Rock Island and Mercer counties, — per ton 2,000 pounds.

Peoria district, long wall mines, 60 cents per ton 2,000 pounds.

NINTH DISTRICT.

Mt. Olive, Staunton, Gillespie, Clyde, and all mines on Vandalia line as far east as Collinsville, and on B. & O. S.-W. as far east as Breesee, 37 cents per ton 2,000 pounds.

Illinois day's work, 10 hours.

The Chicago convention was remarkable for the number of representative operators and miners in attendance and for the vast amount of capital, large number of working people and extensive interests involved, representing in a large measure, as it did the

* The Illinois Operators' Association had prescribed higher rates for the Fourth District, to which the Fourth District operators objected.

The above are the prices *actually* paid.

five greatest bituminous coal producing states as to miners, and four as to operators; and called "for the purpose of establishing mutual relations, and formulating an annual scale of prices to be paid for mining in the various fields in the states aforesaid for the ensuing year; and such adjustment of differentials as may be agreed upon, and if possible the permanent establishment of inter-state agreement on the mining question; and the consideration of such other matters as may properly come before such meeting," all of which, those who were chiefly instrumental in forwarding the movement earnestly desired and believed could be accomplished.

While we have not at this time any opinion to express as to the fairness of the scale of wages agreed upon, affecting as it does territory beyond our jurisdiction, it is to be regretted that the operations under the Chicago agreement have not been satisfactory. This is particularly true as regards our own State. In certain districts the mines have been closed much of the time during the year, causing hardship to those dependent on mine labor, while in other sections the miners have not had sufficient work to provide the common necessities of life for their families and have been compelled to solicit food and clothing throughout the state.

While no formal complaint has been made to the Board on this subject, it has been frequently stated that the unfortunate conditions referred to are the results directly or indirectly of an agreement imposing unjust conditions upon Ohio operators, and affording additional advantages to their competitors beyond the limits of the state.

In addition to the above, other differences arose between operators and miners which resulted in a number of local strikes, and in the case of Jackson county in a controversy extending over a period of 30 days and involving more than 4,000 men.

It would seem that a scale could be so arranged as to remove the inequalities of which Ohio operators at present complain, and thereby enable them to give more general employment to the mine workers without causing any hardships to their competitors outside the State, but such an arrangement to be effective would necessarily have to comprehend competing interests in other fields.

It might be worth while to add, that an arrangement of a scale equitable to all bituminous interests was looked forward to in the "Uniformity Agreement" discussed in our last annual report. Nothing short of this will answer and the sooner operators and miners come to realize the fact, the better for all concerned.

I may further add, that the operation of that agreement was interfered with by the adoption of the Chicago scale. I venture to express the hope that there has been only a postponement and that sooner or later, operators and miners will come to realize the benefits of "uniformity" and plant themselves firmly on its platform for its principles are just and must prevail.

CLEVELAND, LORAIN AND WHEELING RAILWAY DOCKS.

LORAIN.

On January 6, the following telegram was received:

MR. JOSEPH BISHOP, Secretary Arbitration Board, Columbus, Ohio:

Longshoremen's Union of Lorain demand the presence of the Arbitration Board here at once. They may be the means of preventing serious trouble. Answer.

C. MEYER,
President.

In response to the above telegram and as required by the rules of the Board, the secretary visited Lorain on January 7, and found about 190 ore handlers employed on the docks of the C., L. & W. Ry. on strike. The strike was being conducted by the International Longshoremen's Association to which the men belonged.

The committee informed the Board that for several years the company had refused to operate on the terms and conditions prevailing on the docks at other lake ports; that the men were required to switch cars, move derricks, build fences and work at night and on Sunday without extra pay; that the company employed boys and other inexperienced hands to operate the hoisting engines, thus exposing the men to danger of life and limb; that by reason of such unskilled persons, several employes had been seriously injured; that the company would not permit the men to see the bills of lading, and although they worked by the ton, they had no means of knowing how much ore a vessel contained; that they had frequently remonstrated against the methods of the company and matters were growing worse instead of better; that in order to improve conditions, on October 1, 1897, they organized a branch of the International Longshoremen's Association; that about December 15 the men refused to comply with the unjust demands of the company as above stated, and in consequence of this, and the further refusal on their part to abandon the union, they were discharged; that the company refused to recognize or treat with their organization or their representatives, and declared it would only deal with the men as individuals. As a condition of work, the committee demanded the recognition of the union and the re-instatement of all discharged men as shown in the following proposition, which was submitted to the company:

1. That the union's representative must see the bills of lading of each and every cargo.
2. That the dock boss having any grievance against any of the men employed, shall notify the gang boss.
3. That the men shall have the power to elect their own gang boss and pay him.
4. That the gang boss shall be the only person who shall have the right to employ and discharge.
5. That the company shall hire their own switchmen.
6. That men shall be employed by the company to run the engines.
7. That all men employed previous to the trouble shall be employed hereafter, and must not be discharged after returning to work.
8. The company shall employ a doctor to care for the men while at work.

The agent of the company stated that its business and rights had been interfered with; that by arbitrary and unfair conduct on the part of certain employes, great loss had been occasioned both to the company and the men; that a large number of the old hands opposed the strike and were anxious to return to work, but were threatened with violence if they did not leave the docks, and were finally driven away by intimidation and force, and the company denied the right to conduct its business; that the employes who worked for the company prior to December 15, 1897, were discharged because they refused to obey its rules and regulations, and therefore the relation of employer and employe, did not then exist; that the company did not discharge men because of their organization, and did not meddle with the private affairs of its employes, or care to what society or union they belonged; that it is willing to hire the old hands, or as many of them as it may from time to time have work for, and prefer to do so, rather than to employ new men, but declares it will conduct its business in its own way, and cannot permit any man or set of men, to dictate to it as to what it shall, or shall not do; that

in the future, as in the past, it will pay such wages as it can afford, will continue as far as possible to provide for the safety and comfort of all its employes, and be ready at all times to meet them and hear any reasonable complaint, and remedy any wrong in a fair manner, so far as may be in its power.

Being unable to agree with the men, the company transferred employes from other departments of its business to the docks at Lorain, and resumed operations.

While the Board did not take any formal action in the matter, it was in constant communication with both parties and held frequent interviews with each side. It could not, however, arrange a conference of all concerned, for the reason that the general officers of the company were absent, and unable to attend such a meeting. It continued to advise and urge both sides to a conciliatory course, and endeavored, in a friendly way, to adjust their differences, until January 22, when the company submitted the following proposition to the men as a basis of settlement:

To the Former Dock Employees:

The company will employ George Brown, Fred Tomascheski and William Klingbeil, as foremen, who are members of Local No. 83, and they may employ 50 men each, or thereabouts, of the former employes of this company, to load ore this winter, married men to be given the preference.

When we are loading or unloading boats, we are willing, and will agree, to furnish the foreman of the gang loading or unloading the boat, the tonnage of said boat.

If the former employes of this company see fit to accept the above proposition, they will not be discharged from the service of this company for anything that may have occurred prior to such acceptance.

E. M. PIERCE.

The foregoing offer was promptly accepted and the strike declared at an end, having continued about five weeks.

In this connection I desire to acknowledge the valuable service of Mr. H. C. Barter, General Secretary-Treasurer of the International Longshoremen's Association. He was on the ground almost constantly, and in his official capacity advised the men to refrain from the use of intoxicating liquors, and demanded that they conduct themselves in a peaceful and orderly manner as becomes good citizens. He was conservative in his advice to them, and untiring in his efforts to promote a fair and speedy settlement, and it was largely due to his influence that the men accepted the proposition of the company.

In the printed report of the Lorain strike, prepared by Secretary Barter, I find the following reference to this Board:

"The State Board of Arbitration was a great assistance to this association in bringing about a settlement. While the members did not sit formally, yet they personally heard the statements of both sides and visited the representatives of the company and the men, smoothing over difficulties and pointing out where unfair treatment might be removed.

"In case any of our locals in Ohio are confronted with similar difficulties, we would recommend them to enlist the good offices of the Board at once."

THE RIPPLE MANUFACTURING COMPANY.

COLUMBUS.

On February 25 the molders at the works of the Ripple Manufacturing Company, of Columbus, employing about 100 men, went on a strike against "piece work" and for an increase in wages.

The Board being engaged in other work, could not give immediate attention to the matter. As soon, however, as his duties would permit, the secretary called on the parties with a view of a settlement.

The company stated it commenced operations at Columbus, in May, 1897, having previously been in business at other places; that at first it employed men by the day, but after a few months' experience found the results unprofitable, and decided to adopt the piece work system; that the men worked by the piece until the end of the year, when the shop closed for the usual invoice. The results were still unprofitable, and the prices on piece work were reduced about 10 per cent. When the company resumed operations, the men accepted the reduced rate, and after working several weeks, demanded day work with \$2.25 as the minimum price; that the company refused the demand, and the men ceased work and declared a strike.

The men said they commenced work for the company in May, 1897, receiving \$2 25 per day; that on July 5, 1897, the company adopted the piece price plan, by which they suffered a heavy reduction in wages; that they continued to work at the reduced rate until the end of the year, in the meantime remonstrating against the reduction and endeavoring to persuade the company to restore the former rate of pay; that on January 5, 1898, the firm posted notice of a reduction ranging from 20 to 50 per cent. on all castings on which the molders were actually employed; a much less reduction being made on repair work for old and out of date castings for which there was little or no demand, and consequently, required little or no work; that the men worked seven weeks under the second reduction, and during that time frequent efforts were made to settle their differences; that finding the company determined to enforce a rate of pay far below the price paid in competing establishments, they, on February 25, demanded the restoration of the former piece price, or day work with \$2.25 as the minimum rate; that the company refused the demand, and ordered the men to remove their tools and leave the works.

After repeated interviews, the company proposed to the Board "to pay an advance of five per cent. on certain castings in the schedule of prices adopted by it January 1, 1898," said advance to "be binding on all parties until January 1, 1899," and that the works should be "what is termed an open shop," but would not agree to reinstate all the old hands, there being certain men who were objectionable by reason of serving on the strike committee.

The men refused this proposition. They were members of the Iron Molders' Union, and acting under instructions of their general officers. Both parties promptly agreed to a conference with the Board, which was held on March 16 and 17, and was attended by the representatives of the company, the strike committee, Mr. F. J. Valentine, Vice-President of the Iron Molders' National Union, and the members of the Board. The situation was thoroughly discussed, and resulted in the following agreement and immediate resumption of work:

THE RIPPLE MANUFACTURING COMPANY,

COLUMBUS, OHIO, March 17, 1898.

MR. J. F. VALENTINE, Vice-President Iron Molders' Union, City :

DEAR SIR: As per verbal agreement made this day, we hereby confirm the same, namely :

That we will agree within one week from the time our foundry starts, to make our foundry a union shop, that we run the shops for 10 days at day work, paying \$2.25 per day as the minimum wages, and if at the end of that time we find the day work system to be unsatisfactory to us, the shop is to be run on the piece price plan, we agreeing to pay an increase of 10 per cent. on the schedule of prices adopted by us on January 1, 1898. If the day work system is satisfactory to us at the end of 10 days we will continue to work day work as long as it is satisfactory to us, and if at any time it is found not to be satisfactory, we reserve the right to run under the piece price plan as above outlined.

If the shop is run on the piece price plan, we give you the privilege of adjusting the prices paid to your satisfaction, but in no case, are we to pay more than 10 per cent. above the prices now paid for the complete furnaces.

We reserve the right to discharge any man in our employ whenever his work is not satisfactory to us, the union having the privilege of making an investigation, if they so desire.

No feeling or prejudice shall be held against any of our employes taking part in the strike.

This agreement shall be binding on the Iron Molders' Union of North America and ourselves or our successors, until April 1, 1899.

Yours respectfully,

THE RIPPLE MANUFACTURING COMPANY,

By D. DEFENBACHER,

E. G. RIPPLE,

Receivers.

JOS. F. VALENTINE,

Vice-President Iron Molders' Union of North America.

Desiring to express their appreciation of the efforts of the Board to promote a settlement of the controversy at the Ripple works, the molders, through their representatives, sent the following letter to the secretary :

OFFICE OF THE IRON MOLDERS' UNION OF NORTH AMERICA,

CINCINNATI, OHIO, March 18, 1898.

MR. JOSEPH BISHOP, Secretary State Board of Arbitration, Columbus, Ohio :

DEAR SIR: We desire to express through you, the thanks of the officers of the Iron Molders' Union of North America, and of the molders of Columbus, to the State Board of Arbitration, for their assistance in bringing the representatives of the Ripple Manufacturing Company, of Columbus, and the molders in their employ, who were on a strike, together.

We are especially grateful to you for the interest you displayed in our behalf, and regard the efforts of your Board as being in no small degree contributory to the amicable adjustment which followed. Again thanking you, we are

Yours truly,

MARTIN FOX, Pres't I. M. U. of N. A.,

E. J. DENNY, Sec'y.

J. STOEZEL, Sec'y No. 98,

W. S. MORROW, Sec'y No. 45.

HOCKING VALLEY COAL DISTRICT..

During the progress of the inter-state convention of coal operators at Chicago in January, 1898, considerable time was devoted to the consideration of the question of differentials, previously existing.

The Hocking Valley operators contended for a differential of five cents per ton as against the thin vein Pittsburgh district, but did not receive favorable consideration. Other differences arose between operators and miners in various parts of the State, all of which, directly or indirectly, resulted from the action taken by the Chicago convention.

In view of these differences, and as showing the attitude of the miners' organization on matters growing out of the inter-state agreement, your attention is called to the following interesting correspondence on the subject of arbitration, between representative operators of the Hocking Valley district and President M. D. Ratchford of the mine workers' organization:

COLUMBUS, OHIO, March 3, 1898.

M. D. RATCHFORD, President U. M. W. of A., City:

DEAR SIR: As you are aware, the Hocking interests did not agree to the settlement for the district at the Chicago convention, believing if they had agreed to it, it would have worked an injustice to both the operator and the miner. Statistics in regard to labor and business of this district can be produced to show we are entitled to the claim we made at the convention, and now make, of a five-cent difference as against the thin vein Pittsburgh district. We have been continually losing business under the old agreement, and should we pay an even price with Pittsburgh we must inevitably continue to lose trade for the operator and work for the miner. We feel that your earnest desire is to see right prevail, and your strong sense of justice will impel you to act promptly so that injury shall not be done to any portion of your constituents. We therefore demand that a board of arbitration, consisting of three disinterested persons, shall be formed, one person to be chosen by the Hocking interests, one to be chosen by the Pittsburgh thin vein district interests, and the two so chosen to select the third person, before whom all the evidence regarding the matter at issue shall be placed to the end that they may decide whether we are entitled to the differential claimed.

We do not desire a controversy in regard to this matter, but believing that we are right, and the board so chosen will do us justice, we therefore pledge ourselves to be bound by its decision.

Yours truly,

THOS. JOHNSON,
H. D. TURNEY,
J. S. MORTON.

COLUMBUS, OHIO, March 7, 1898.

MESSRS. J. S. MORTON, H. D. TURNEY AND THOMAS JOHNSON, City:

GENTLEMEN: I am in receipt of your letter of the 31st inst., in which you, in behalf of the Hocking district, reaffirm your claims for a five-cent differential as against the Pittsburgh thin vein district, and further demand that a board of arbitration, composed of disinterested persons, shall be formed, who shall hear the evidence and determine the justice or injustice of such claims.

Replying, permit me to assure you of our favor for, and sympathy with the principle of arbitration under all ordinary conditions, and especially do we favor it when the question at issue is confined in its influences and limitations to the interests of the disputing parties alone, but in this case we have one of the most extraordinary character,

one which directly affects the interests of the miners and operators of other states, and places in jeopardy the terms and conditions of the Chicago agreement, by which we are bound. For these reasons we must decline your proposition for arbitration.

Your attention is respectfully called to clause 8, Chicago agreement, "That the United Mine Workers' Organization, a party to this contract, do hereby agree to afford all possible protection to the trade and to the other parties thereto, against any unfair competition, resulting from failure to maintain scale rates."

From this you will see that any advantage that might result to your district from arbitration, would also be demanded by the operators of the district against which you complain, and consequently all other districts. Hence, the interests of the operators as a whole in your success would be mutual.

As I understand the position, it is not so much a question with you of reducing your miners below the rates quoted in the agreement, as it is a question of competition and business opportunities, as against the thin vein Pittsburgh district. This matter was fully discussed at the Chicago convention, at which time I stated, that, "If the claims of any district in Ohio, for a differential was justified in any measure, it was that of the Hocking district." I, therefore, argued for the arbitration of that question, but for some reason yourselves and the Pittsburgh operators could not agree upon the basis of arbitration, which we very much regretted.

As the matter now stands we cannot arbitrate or give you, or others, redress for your wrongs, or supposed wrongs, during the life of our contract. I therefore trust that you will find it to your interest to sign the agreement, and if any injury should result therefrom, the next annual convention should make proper reparation.

Trusting that you will accept this in the spirit in which it is written, and in which I have always tried to deal with you as with all others, I am,

Very truly yours,

M. D. RATCHFORD.

I have to state that notwithstanding the Hocking Valley operators did not agree to the terms of the general settlement at Chicago, and the disadvantages set forth by them under said agreement as shown in the foregoing correspondence, and being desirous to avoid a controversy with the miners, they signed the inter-state agreement, and have endeavored to operate their mines under its provisions.

THE BULLOCK ELECTRIC MANUFACTURING COMPANY.

CINCINNATI.

On the 16th of March the machinists employed by the Bullock Electric Manufacturing Company, located at Cincinnati, went on a strike against the demand of the company that they sign a contract to work on the piece work system, and for the reinstatement of men who had been discharged for refusing to sign said contract.

The men were members of the International Association of Machinists, which is opposed to piece work, and therefore could not consistently work under the requirements of the company.

Shortly after the strike was inaugurated, the firm engaged a few non-union men to take the places of the old hands, but they were soon persuaded to leave the works and join the ranks of the strikers. Other new men were secured, and again they were prevailed upon to leave the employ of the company. As fast as the managers would hire new hands, the strikers and their sympathizers would induce them to quit.

Matters continued in this way for sometime, when the company applied to the court for an injunction, which was granted, and which enjoined the men from gathering or patrolling in the vicinity of the works, or from talking with or persuading the employes of the company.

In the meantime the secretary of the Board visited Cincinnati and endeavored to bring the parties together, with a view of adjustment, but was unable to do so because of the hostile attitude of the company.

The strikers' committee stated that about the middle of January last the company posted notice to abolish day work and introduce the piece work system; that when called upon by a committee of the union, the firm announced it would continue day work, but would introduce the premium system; that matters continued in this way until March 15, when the company demanded that the men sign a contract agreeing to the piece work plan, and discharged three men for their refusal to sign such contract; that their organization was opposed to piece work because the system tended to crowd men and reduce wages; that the question of wages or hours of labor did not figure in the controversy; that the men did not seek to dictate what wages the company shall pay, but only that machinists be hired by the day or hour; that the strike was being conducted by the International Association of Machinists, and would be continued as long as the Bullock company required piece work.

The committee expressed a willingness to attend any meeting the Board might be able to arrange with the company.

Desiring to learn the statement of the company regarding the controversy, and to invite its representatives to a conference with the men, the secretary of the Board introduced himself to Joseph S. Neave, vice-president and general manager, and was very gruffly told that "neither his service nor that of the Board was desired or would be accepted; that the company had secured new men and had all the hands required to conduct its business; that 'there was nothing to arbitrate;' that the company was competent to manage its own affairs and would do so without regard for the Board or the arbitration law."

The secretary made several attempts to explain to Mr. Neave the requirements of the law and the duties of the Board, but could not on account of his gruff and disrespectful manner.

The various features of the statute were fully explained to the men, who did not seem to desire the Board to "investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same," preferring to continue the fight to a finish.

As there had not been any disorder, and at the time indicated there was no reason to anticipate any violation of the peace, the Board did not regard it necessary to make such investigation, and for the time being took no further action in the matter, but continued to watch the movement and hold itself in readiness to take such steps as circumstances might require.

The strike continued with varying results until about the middle of September, when negotiations looking to a settlement were instituted between the officers of the company and the representatives of the machinists' union, which resulted in an agreement or mutual understanding to abolish piece work and reinstate all strikers who desired to return to work, and that no new men be hired until all old hands be reinstated and given regular employment, the company claiming the right to introduce the premium system when it so desired.

Thus ended one of the most bitterly contested and long drawn out labor struggles in the history of Cincinnati. To the credit of the men be it said, that during the six months of the strike there was no disturbance of the peace. They conducted themselves in such manner as to win the respect of the citizens generally.

THE NATIONAL CASH REGISTER COMPANY.

DAYTON.

On Tuesday, March 22, the Board received the following letter regarding a strike at the National Cash Register Company located at Dayton :

OFFICE INTERNATIONAL UNION OF BICYCLE WORKERS,

TOLEDO, OHIO, March 21, 1898.

MR. JOSEPH BISHOP, Secretary State Board of Arbitration, Columbus, Ohio:

DEAR SIR: By request of Mr. W. R. Bossen, who says he was speaking to you concerning our trouble with the National Cash Register Company, of Dayton, we give you the demands made by us on the company and for the refusal of which, the dispute has continued. Although there were several points of minor import, the whole matter when summed up, is this: That our union shall be recognized as such. That was the proposition as it was last submitted to the company, and refused.

The trouble had been pending three weeks before it culminated in a strike of the entire screw machine department (four non-union men excepted) on the 21st of February, and is still on with 47 out.

Trusting this information is satisfactory, we are with best wishes,

Very truly yours,

W. E. RAUSCH,

International Secretary-Treasurer.

The Board sent the following reply :

STATE OF OHIO,

OFFICE OF STATE BOARD OF ARBITRATION,

COLUMBUS, March 22, 1898.

MR. W. E. RAUSCH, Sec.-Treas. International Union Bicycle Workers, Toledo, Ohio :

DEAR SIR: Your letter of the 21st informing this Board of a strike of the employees in the screw machine department of the National Cash Register Works, at Dayton, has just been received.

In reply, we regret the unfortunate situation to which you refer, and trust the officers of your organization will endeavor to adjust the matter as soon as possible. As a rule, the longer strikes continue, the more widely separated employers and employees become. Under such circumstances, time tends to embitter the situation and make settlements more difficult. It is therefore, not only desirable but to the advantage of all concerned, to use their best efforts to bring about an immediate settlement on lines that will be fair and just between man and man.

To this end, this Board will be glad to co-operate with the representatives of your organization and the company, and hope that with proper consideration for all interests involved, an early adjustment will be reached.

Very respectfully yours,

THE STATE BOARD OF ARBITRATION,

JOSEPH BISHOP,

Secretary.

Knowing the National Cash Register Company to be the largest establishment of its kind in existence and in many of its features entirely unique, and employing as it did in all departments of its business 1,500 hands; and fearing the trouble in the screw making department would extend throughout the entire works, the board at once endeavored to affect a settlement, and sent the following letter to the company:

STATE OF OHIO,
OFFICE OF THE STATE BOARD OF ARBITRATION,
COLUMBUS, March 22, 1898.

THE NATIONAL CASH REGISTER Co., Dayton, Ohio:

GENTLEMEN: Learning of a strike at your works, the secretary of this Board will visit you to-morrow, Wednesday, with a view to a settlement, etc.

We beg to express the hope that a meeting of the entire board will not be necessary.

Very respectfully,
THE STATE BOARD OF ARBITRATION,
JOSEPH BISHOP,
Secretary.

To the foregoing communication, the company made reply as follows:

THE NATIONAL CASH REGISTER Co.,
DAYTON, OHIO, March 25, 1898.

MR. JOSEPH BISHOP, Secretary State Board of Arbitration, Columbus, Ohio:

DEAR SIR: Your esteemed letter of March 22, was duly received. On account of the severe floods here, we telegraphed you as follows:

"Letter received. Big flood here. Streets impassable to factory which is closed down. Will wire you when to come."

To-day we wired you as follows:

"Would be pleased to see you to-morrow, Saturday. We would appreciate it as a favor if you bring other two members or at any rate one of them, with you."

We are expecting to receive a reply from you at any time advising us when you will come, and we sincerely hope that you may bring with you the other two members of the Board, because we want you and the balance of the Board to see for yourselves, all the things we have been trying to accomplish here in our establishment. We are trying to accomplish for labor, about all the things for which organized labor itself is seeking; and I think it is really a duty which you owe to the interests you represent, to visit us and see for yourself, the conditions existing here, which are such as cannot be found in any other institution either in this country or abroad. This condition is appreciated generally by our 1,300 employees, the 47 screw makers being the only ones involved in this dispute, and we think they would not have been involved, had it not been for outside influence. This influence was exerted partly by men working in other shops under entirely different conditions, partly by manufacturers who did not like to see our ideas extended, but more especially we believe by certain politicians who are hostile to progressive schools, especially those which pertain to manual training, cooking, sewing and others, all of which tend to a large extent towards the betterment of labor. We believe that three-fourths of the men employed in the screw making department regret their action, and that they would not have gone out, had it not been for this outside influence, of which we believe they were not cognizant.

Enclosed please find a printed statement marked "A". This statement was not gotten up for general distribution, but it is addressed, as you will see, and was distributed at the time of the dispute only to our employees. By a careful reading of this statement

you will see that we stood ready to comply with all the demands of the International Union of Bicycle Workers. * * * *

We are sure that when all the details of the dispute are known to your organization, the attitude of our company will not be criticised by you. In order that you may fully understand all the details of the dispute, I urge upon you again to bring with you the other members of the Board.

The strongest endorsement we have in the attitude we have taken, is, that of our own employes as evidenced by the voluntary testimonials which they have sent to us. Of each of these testimonials we send you under separate cover, a copy.

We stated in our printed circular that we would be very glad to have all our screw-makers come back to work, without discrimination, provided they returned by Friday, March 4, and we in fact waited for them until Thursday, March 10. In order to keep the balance of our employes at work we were then obliged to fill the vacancies in the screw department with volunteers from the rest of our force. We instructed our foreman in filling the vacancies in the screw department to give the preference to any of our old employes who might apply for them, providing they could accept them and remain in good standing with their union, as we have done all in our power to prevent discord in the ranks of the union men, because we have no desire to weaken or destroy the union, which is, no doubt, of necessity to the men in many places where they have to work, and where, if it were not for the union, advantages would be taken of them.

We also send you a copy of Commissioner Ruehrwein's report containing a brief account of the methods of organization and advantages offered to our employes by our company. Mr. Ruehrwein paid our factory a visit and gave it a thorough inspection.

We also send under separate cover, several other papers and periodicals containing accounts of our factory and methods, written by disinterested persons who have visited our factory.

I had hoped by lecturing, etc., to induce a number of manufacturers in this country to adopt our methods of treating labor, but they now meet me with the argument that these efforts on our part are not appreciated, as is evidenced by the strike which we have just had. This strike has thrown cold water on a great many men who were about to adopt such of our methods as they could to advantage. I am still hopeful that in time all of this will be overcome and that I will be able to deliver our "Factory Lecture" all over this country. We were just on the point of sending out a lecturer, at a salary of \$4,000 per year, to deliver this lecture, not only in the principal cities of this country, but in Europe as well. His main theme would have been that justice, shorter hours, and the treatment of employes as men and women pay; that progressive schools, manual training schools, all pay; that higher wages, shorter hours, and proper education is at the foundation of the future of labor.

We do not object to unions in our factory, and have several, i. e., polishers, printers, pressmen and others. We pay union wages always, and in some departments more. In some cases some of the union men get more pay than their skill entitles them to. During the panic we paid unskilled day laborers \$1.35 per day, when others, equally good, sought the positions, asking only 80 cents to \$1 per day. Since October, 1896, we have given 10 hours' pay for 9½ hours' work to all of the men who were on day labor. We have also arranged the piece workers so that they now earn more money by working 9½ hours, than they formerly did by working 10 hours per day. This was no dispute as to wages or sanitary conditions or length of day work, and no complaint of treatment of any kind.

We employ over 200 women, and we have done much to raise the moral tone of the factory women of Dayton, by surrounding ours with the most favorable conditions. During the last three years we have gradually reduced their hours of work from 10 to seven, net, for which we give them full 10 hours' pay. We have furnished them with a cheerful dining room, properly equipped with nice white table linen, clean dishes, etc. In this dining room we furnish them each day, gratis, tea or coffee or some nourishing

food, such as soup or its equivalent. They each pay one cent per day for other food, all of which we cook for them without charge. We furnish them with clean white aprons and sleeves, and these are laundered at the company's expense. Their shorter hours enable them to come an hour later than the men, and they leave 15 minutes earlier. They are also given Saturday afternoon of each week as a holiday, and are allowed 15 minutes each morning and afternoon for calisthenic exercises. Twice each month we give them half an hour extra, in order that they may have extra time for the literary exercises of the Woman's Century Club, composed of the 200 young women of the factory. We give them (as we give all of our employees) an opportunity to take a bath at the company's expense, allowing them 20 minutes each week for this purpose, we furnishing free of charge the soap and towels necessary. We pay the extra expense so that the women employees are enabled to secure the Young Ladies' Home Journal for 35 cents per year.

We have employed a young woman, a graduate of Pratt Institute, at a salary of \$1,000 per year, to teach them marketing, cooking and serving, and in order that one entire evening, semi-monthly, may not be taken up, we furnish them a light lunch at 5:15, they going right from work to the cooking classes. By this means, they arrive home at eight o'clock, and have that full evening at home for other purposes. This young lady also has another class on Saturdays and evenings, of the younger girls in the neighborhood, who do not work at the factory.

We employ another young woman, a college graduate, to do all she possibly can to elevate the boys and girls in the neighborhood, to give them higher ambitions and to encourage them to take higher positions in life, by teaching them parliamentary rules, etc.

We also have a kindergarten which is supported mainly by our company. We have a Sunday school of 400 people at the factory, which is non-denominational. At this Sunday school we give a lecture each Sunday afternoon, illustrated by beautifully colored stereopticon slides, of which we have about 6,000.

We are endeavoring to prove that it pays to treat employees kindly, to give them the shortest hours possible, and to pay them the highest wages. We desire to do a great deal more for our men in the future, than we have done in the past, and to gradually reduce their hours of labor. We believe that 10 hours is too long for a man to work. We are trying to get the good will of the people and their assistance and co-operation, and in that way decrease our expenses and increase our pay roll, and we believe that the experiment is succeeding. We are trying to get other people to adopt our methods. We hope that it pays us to do all these things from a financial point of view. We believe that co-operation will make us more money, and the more money we make, the more we propose to do for our employees. We are trying to prove to other factories that these things pay, and hence to perpetuate them.

The proprietors of this institution would sell out quickly if they did not believe they were doing something to help solve the labor problem; for I think that any man who continues to work after having made a competence, is foolish to spend the time worrying and fretting, trying to make more money, unless he is doing something for the benefit of mankind and expects to get his pay in that way. He is foolish to fight and slave only for the sake of making and piling up more money.

We have had a great deal of opposition to our methods from people who did not understand us, and we hope to have the co-operation of the trades unions, because we know that we are doing something for the betterment of labor. We ask the co-operation, not the antagonism, of labor, because what we are doing is for the elevation of labor.

All we ask is for you to come personally—see for yourself what we are doing, and we believe that you will see that we did not only what was right, but more than should have been demanded of us.

In looking over your letter, we are satisfied that the facts pertaining to this dispute between our screw makers and our company have been misrepresented to you; and we

would appreciate it if you would place in our hands the statements made to you by the screw makers union, and we trust that we have not asked something of you with which you cannot consistently comply.

This letter, in substance, is about the same as I have written to Mr. Samuel Gompers, President of the American Federation of Labor, Washington, D. C., who made inquiry of us, and whom we have also urgently invited to visit our factory.

In conclusion, I desire to press upon you again the invitation to visit our factory. I remain,

Yours very truly,

JOHN H. PATTERSON,
President National Cash Register Co.

On account of the floods, railroad travel was suspended, and the secretary was unable to visit Dayton at the time indicated. As soon, however, as conditions would permit, another appointment was made when the Board visited Dayton, and was received very cordially by the men and the company. The grievance of the screw makers, as stated by their committee, was substantially the same as that given by Mr. Rausch in his letter to the Board, viz.: "That our union shall be recognized as such, and only union men employed." The men were affiliated with the International Union of Bicycle Workers. They welcomed the members of the Board as mediators, but were unwilling to submit the matters in dispute to arbitration, and declared they were struggling for an essential principle of their organization, and would not agree to any settlement, except on the terms demanded.

The cause and progress of the trouble, as given by the company, appears in the following, a printed copy of which was handed to the Board:

A STATEMENT OF THE AGREEMENT AND THE DIFFICULTY BETWEEN THE SCREW MAKERS AND THE NATIONAL CASH REGISTER COMPANY, OF DAYTON, OHIO, MADE TO ITS EMPLOYEES.

On February 9 a screw maker employed in the screw making department of the National Cash Register Company handed to Mr. John Dohner, foreman of that department, a letter, of which the following is a copy:

SCREW MAKERS' PROTECTIVE UNION, No. 23,

AMERICAN FEDERATION OF LABOR,

DAYTON, OHIO, February 9, 1898.

MR. J. H. DOHNER, Foreman of the Screw Department, N. C. R. Co.:

DEAR SIR: The members of this department have joined the Screw Makers' Union, No. 23, of the International Union of Bicycle Workers. In pursuance thereof, they desire to further the interest of unionism, and request that the union should be recognized. They also refuse to work with any man who is not a member of said union. They further request that no new apprentice shall be employed in this department.

Very respectfully,

Seal of the
Screw Makers' Union,
No. 23.
Dayton, Ohio.

It will be noticed that the letter is unsigned. In the place of a signature appears the seal of the Screw Makers' Union.

This union is a branch of the International Union of Bicycle Workers, which held its first convention and adopted a constitution at Toledo, Ohio, March 15 to 19, 1897.

On February 12, 1898, a committee consisting of Messrs. W. E. Kausch, Toledo, Ohio, Secretary-Treasurer of the International Union of Bicycle Workers, and a member of its Executive Council; H. C. Ellis, Syracuse, N. Y., also a member of the International Union of Bicycle Workers, and Charles Budroe, President of the Screw Makers' Protective Union, of Dayton, Ohio, called at the factory and requested an interview with the officers of the company for the purpose of coming to an agreement.

There were present at this interview, representing the company, Messrs. F. J. Patterson and H. Theobald, Jr., Vice-President and Secretary, respectively, of the company, and the company's factory committee, consisting of Messrs. O. C. Reeves, J. P. Cleal, R. Patterson, Jr., A. W. Buchanan and F. H. Bickford, and a stenographer.

Mr. Rausch said: "We came here to do business with the head officer of the company, or, in his absence, with his representative."

Upon being informed that Mr. J. H. Patterson, the president of the company, was out of the city, and that the above named men were his proper representatives, Mr. Rausch proceeded to state the union's requests as follows:

First. That the company recognize the union by recognizing its shop committee.

Second. That the company should employ no more apprentices; and when such as are now apprentices become journeymen it shall employ only one apprentice to each 10 journeymen, and one apprentice at large.

Third. That there were two men working in the screw department to which the International Union of Bicycle Workers objected; that there were two men to whom the members of the local union objected, and the removal of these four men from that department was demanded.

Fourth. That a change be made in the practice of the company in regard to the alignment and readjustment of the screw making machines.

In the course of a thorough and exhaustive discussion of the above demands Mr. Rausch made the statements which follow, his remarks being taken down verbatim by a stenographer. In order that there may be no doubt as to the accuracy of the stenographer's report, the affidavit of Messrs. Frank J. Patterson, A. W. Buchanan, R. Patterson, Jr., J. P. Cleal and F. H. Bickford is attached thereto:

Questions asked and answers given in the conversation between the officers of the National Cash Register Company, of Dayton, Ohio, and the committee representing the International Union of Bicycle Workers, February 12, 1898:

Mr. Theobald: "We understand then, that your International Union supports the demands made by the local union for the discharge of Gray and Landers; you demand that they be discharged?"

Mr. Ellis: "We ask that they be removed from that department."

Mr. Theobald: "We have no other place for these men. Do you demand that they be discharged?"

Mr. Rausch: "We ask that they be removed from that department."

Mr. Theobald: "Does your International Union support the demand that Fullweiler and Buckles be discharged?"

Mr. Rausch: "We have no specific grievance against them. We would not uphold our men in refusing to work with them simply because they are non-union men."

Mr. Theobald: "The local union demands that they be discharged or transferred."

Mr. Rausch: "We will not uphold them in that demand. They withdraw that demand, in other words, and we will bind the local union to it." * * * *

Affidavits in support of statements made by the parties participating in the conference, are omitted.

Mr. Rausch further requested that a reply be given by the company on or before Saturday, February 19, and stated that the company might answer direct to the committee then present or to the shop committee, whichever it chose.

On Friday, February 18, the shop committee of the screw making department was notified that the company would comply with its requests as agreed to with Mr. Rausch, the secretary-treasurer of the International Union, and that the two objectionable men would be removed from the screw making department the following day. The shop committee, however, refused to comply with the agreement as made with Mr. Rausch. They stated that unless all four of the men in question were removed from the screw making department, they would stop work at 10 o'clock Saturday morning, February 19.

Although the company was in the midst of its final preparations for the reception on the following Monday morning, of 300 of its agents from many parts of the world, yet it wished to do everything in its power to avert any controversy or trouble with any of its employees. It therefore, on Saturday morning, February 19, called together the shop committee of the screw making department and three other representatives of that department, and in conference requested the committee to delay action until Mr. Rausch could return to Dayton.

This committee representing the screw makers agreed to communicate with Mr. Rausch. They stated that they would hold a special meeting of the union on Saturday night to decide what they would do. They agreed to let the company know their decision on Monday morning.

Monday was the opening day of our twelfth annual convention. At 8 o'clock on that morning the screw makers left their work in a body. They did not accord to the company the opportunity of a further interview. They went out in spite of the fact that on the previous Saturday night, in accordance with the agreement with Mr. Rausch, the two objectionable men had been removed from the screw making department.

On Monday, February 21, Mr. J. F. Mulholland, President of the International Union of Bicycle Workers, came to the factory for the purpose of a conference. An effort was made to arrange for a meeting. On account of the convention, however, it was found impossible to do so until Tuesday morning, March 1. A further conference with Mr. Mulholland, Mr. Budroe, President of the Screw Makers' Protective Union of Dayton, and the screw makers' shop committee, was held on Wednesday, March 2.

The company then informed Mr. Mulholland and his colleagues that it had complied with the demands of the union as agreed to by the committee consisting of Messrs. Rausch, Budroe and Ellis. The company further stated that it harbored no ill feeling or resentment toward the men who had left its employ. It believed them to have been misled. It would be glad to have them come back to work, without discrimination, provided they return to work by Friday, March 4. The company simply asked that the screw makers carry out their part of the agreement made with the committee headed by Mr. Rausch. The company wants no trouble with the Screw Makers' Union, or any other union. It has no fight with organized labor. It stands ready and willing to carry out its agreement with the committee representing the International Union of Bicycle Workers and the Screw Makers' Protective Union.

THE NATIONAL CASH REGISTER CO.

BY JOHN H. PATTERSON, *President.*

The men were not disposed to make any concessions, and the company felt that as it had agreed to the demand made by the officers of the International Union, and removed the objectionable men from the screw making department, there was no longer any cause for complaint. It therefore asked that the striking employees return to work, and expressed a desire that all differences be submitted to arbitration.

Failing to bring the parties together for adjustment, the secretary of the Board visited the officers of the International Union of Bicycle Workers at Toledo, to learn their views with reference to the strike, and endeavor to bring about a settlement. In this, however, he was unsuccessful, as the general officers were firm in supporting the demands of the strikers, "That the union shall be recognized."

During this time the mining situation engaged the attention of the Board to such an extent, that it could not devote constant effort to adjust the Dayton trouble.

On the return of the secretary to the office, he found the following communication from the company:

THE NATIONAL CASH REGISTER Co.,
DAYTON, OHIO, March 28, 1898.

MR. JOSEPH BISHOP, Secretary State Board of Arbitration, Columbus, Ohio:

DEAR SIR: I enclose you copy of the ultimatum of Mr. J. F. Mulholland, President of the International Union of Bicycle Workers, which he demanded that we sign in one-half hour, on March 1, 1898.

By the way, when are we to see you again? There is much of importance in connection with this matter, which we did not have time to convey to you on Saturday. We particularly desire that you should see more of the interviews, and to have you learn something more of the conditions existing here, before coming to any conclusion.

Yours very truly,

THE NATIONAL CASH REGISTER Co.,
H. THEOBALD, JR.,
Secretary.

DAYTON, OHIO, March 1, 1898.

We, the undersigned parties, representatives of the International Union of Bicycle Workers and the National Cash Register Co., of Dayton, Ohio, in order to settle the dispute which now exists between the International Union of Bicycle Workers and the National Cash Register Co., do hereby agree to the following:

That all of the men are to go back to work without any discrimination; that the company shall recognize the Constitution and By-laws of said union.

To the letter of Mr. Theobald, the secretary made reply as follows:

STATE OF OHIO,
OFFICE OF THE STATE BOARD OF ARBITRATION,
COLUMBUS, OHIO, April 1, 1898.

MR. H. THEOBALD, Secretary National Cash Register Co., Dayton, Ohio:

DEAR SIR: I am in receipt of your favor of the 28 ult., with a copy of the agreement presented for the signature of your company. Official duties in connection with the mining situation has prevented an earlier reply. At present, I cannot state positively when we can visit Dayton again, but will endeavor to do so the early part of next week.

No conclusion has been reached by this Board in your case, and I may add, that no opinion or decision will be rendered by it until after a full and complete investigation, due notice of which will be given to all concerned.

We beg to express the hope that an investigation will not be necessary or required, and trust that a speedy and satisfactory settlement will be reached by the company and its employees.

Very respectfully,

JOSEPH BISHOP,
Secretary.

On April 3, the secretary again visited Dayton, and made repeated efforts to adjust the controversy, but without avail. The company was anxious to settle the matter by arbitration, while the men firmly refused to arbitrate, and declined to make any settlement, except on the terms of their original demand. After this interview, the company addressed a letter to the Board as follows :

THE NATIONAL CASH REGISTER Co.,

DAYTON, OHIO, April 6, 1898.

MR. JOSEPH BISHOP, Secretary the State Board of Arbitration, Columbus, Ohio :

DEAR SIR : Mr. Samuel Gompers called here last Saturday, April 2, accompanied by Messrs. Mulholland, Rausch, Budroe, and a member of the shop committee of our screw makers. We held a conference, but were unable to come to a conclusion. Mr. Gompers did not have time to give to the case, as he was on his way to Indianapolis, and remained here only from two until six o'clock. * * * *

We are still hopeful, however, that an amicable and satisfactory settlement may be reached ; but to bring this about, we believe that disinterested parties will have to come in and say what is right ; so we suggested to the screw makers that we would like to leave the matter entirely to arbitration, and, as they seemed to be unwilling to have the Ohio State Board of Arbitration alone decide the matter, that we were willing that Mr. Gompers should act jointly with said Board. We embodied our suggestion in a letter which we handed to the screw makers, a copy of which is enclosed, marked "A." We enclose also a copy of a letter written to Mr. Gompers yesterday. We do not know whether such a scheme would be feasible or not, and regret very much that the thing has taken such a turn as to make arbitration necessary. * * * *

You will also find enclosed a statement which we have had printed to-day for distribution to our employees.

We have written the same information as above, to Mr. John Little.

Yours very truly,

THE NATIONAL CASH REGISTER Co.,
JOHN H. PATTERSON,
President.

Mr. Little having received a copy of the above letter, from the company, sent the following reply :

XENIA, OHIO, April 7, 1898.

MR. JOHN H. PATTERSON, the National Cash Register Co., Dayton, Ohio :

DEAR SIR : When Mr. Bishop returned from Toledo it was concluded, in view of your letter to me and what he learned from the other side, it would be as well for us not to take further action, and Mr. Bishop, it was understood, would go to Dayton very soon and advise accordingly. But from your letter of yesterday a different phase is presented. I forward it by this mail to Columbus and you will shortly hear from the Board. I hardly see how the Board could officially act with another as arbitrators. If each party would select one arbitrator and allow these two to select a third, a fair board could be procured, and such a board, under the statute, would have the right to counsel the State Board. Either party might choose Mr. Gompers as one, if desired, or he might be selected as the third, but I hope some satisfactory solution can be had.

Yours truly,

JOHN LITTLE.

The following is the communication of the company proposing arbitration, which was handed to the strike committee, and which is referred to in the foregoing letter to Mr. Patterson :

"A."

DAYTON, OHIO, April 4, 1898.

After the extended discussion of the differences and misunderstandings between the National Cash Register Company and the screw makers, it is evident that it is impossible for the committees of the company and the International Union of Bicycle Workers to agree upon a basis of settlement.

As the National Cash Register Company recognizes the right and necessity of labor organizations, and as it does not now wish to make any fight against any labor union, desiring to abide by what is right and just.

Therefore, the National Cash Register Company in the interest of obtaining an amicable, satisfactory and lasting settlement, desires, and has requested, that the State Board of Arbitration and Mr. Gompers, President of the American Federation of Labor, shall jointly act as a board of arbitration to investigate fully the dispute and differences, and to state their opinion as to what is right.

The National Cash Register Company hereby offers to abide by the decision of the said board.

(Signed) THE NATIONAL CASH REGISTER CO.,
JOHN H. PATTERSON,
President.

The statement of the difficulty referred to by Mr. Patterson in his letter of April 6, and which was printed and distributed by the company, is as follows:

ARBITRATION IS PROPOSED.

THE NATIONAL COMPANY MAKES A PROPOSITION IN THE
INTEREST OF HARMONY.

STATEMENT OF THE DIFFICULTY BETWEEN THE NATIONAL CASH
REGISTER COMPANY AND ITS SCREW MAKERS.

Articles regarding the difficulty between the National Cash Register Company, of Dayton, Ohio, and the Screw Makers' Union have been printed which misstates some of the facts. The company therefore gives this statement to the public.

The situation at present is this: On Monday, April 4, the officers of the company and the committee representing the Screw Makers' Union, had their last conference. At that meeting the following proposition was handed to Mr. Mulholland, President of the International Union of Bicycle Workers, representing the screw makers:

DAYTON, OHIO, April 4, 1898.

After the extended discussion of the differences and misunderstandings between the National Cash Register Company and the screw makers it is evident that it is impossible for the committees of the company and the International Union of Bicycle Workers to agree upon a basis of settlement.

As the National Cash Register Company recognizes the right and necessity of labor organizations, and as it does not now wish to make any fight against any labor union, desiring to abide by what is right and just.

Therefore, the National Cash Register Company, in the interest of obtaining an amicable, satisfactory and lasting settlement, desires, and has requested, that the State Board of Arbitration and Mr. Samuel Gompers, President of the American Federation of Labor, shall jointly act as a board of arbitration to investigate fully the dispute and differences and to state their opinion as to what is right.

The National Cash Register Company hereby offers to abide by the decision of said board.

THE NATIONAL CASH REGISTER CO.,
JOHN H. PATTERSON,
President.

This proposition now awaits the acceptance of the screw makers. The conference above referred to resulted from that held on Saturday, April 2, with Mr. Samuel Gompers, President of the American Federation of Labor. Mr. Gompers met Mr. J. H. Patterson and the other officers of the company on Saturday afternoon for a discussion of the difficulty. Before the completion of the subject Mr. Gompers was compelled to leave the city in order to meet another engagement. Before leaving, however, Mr. Gompers said that whatever arrangement should be made between the parties would be satisfactory to him.

In pursuance of this understanding a large part of Monday, April 4, was occupied in the further consideration of the entire question, resulting finally in the offer stated above.

In order that the circumstances leading up to this proposition may be fully understood, the following additional statement is made:

On February 9, 1898, a screw maker handed to the National Cash Register Company the following letter:

DAYTON, OHIO, February 9, 1898.

MR. J. H. DOHNER, Foreman of the Screw Department, N. C. R. Co.:

DEAR SIR: The members of this department have joined the Screw Makers' Union, No. 23, of the International Union of Bicycle Workers. In pursuance thereof, they desire to further the interest of unionism, and request that the union should be recognized. They also refuse to work with any man who is not a member of said union. They further request that no new apprentices shall be employed in this department.

Very respectfully,

Seal of the
Screw Makers' Union,
No. 23.
Dayton, Ohio.

On February 12, 1898, a committee representing the International Union of Bicycle Workers, consisting of Messrs. W. E. Rausch, Toledo, Ohio, Secretary-Treasurer of the International Union; H. C. Ellis, Syracuse, N. Y., and Charles Budroe, President of the Screw Makers' Protective Union, of Dayton, Ohio, called at the factory, and Mr. Rausch proceeded to state the union's requests as follows:

First. That the company recognize the union by recognizing its shop committee.

Second. That the company should employ no more apprentices; and when such as are now apprentices become journeymen it shall employ only one apprentice to each 10 journeymen and one apprentice at large.

Third. That there were two men working in the screw making department to which the International Union of Bicycle Workers objected; that there were two men to whom the members of the local union objected, and the removal of these four men from that department was demanded.

Fourth. That a change be made in the practice of the company in regard to the alignment and readjustment of the screw making machines.

There was no contention as to the first, second and fourth demands. As to the third demand, after a thorough and exhaustive discussion, a compromise was offered by Mr. Rausch. He agreed to withdraw the demand for the discharge of two of the four men in question, using these words:

"We have no specific grievance against them. We would not uphold our men in refusing to work with them simply because they were non-union men."

Mr. Rausch further requested that a reply be given by the company on or before Saturday, February 19, and stated that the company might answer direct to the committee then present or to the shop committee, whichever it chose.

On Friday, February 18, the shop committee of the screw making department was notified that the company would comply with its requests as stated above, and that the two objectionable men would be removed from the screw making department the following day. The shop committee, however, refused to comply with the agreement. They stated that unless all four of the men in question were removed they would stop work at 10 o'clock Saturday morning, February 19.

Although the company was in the midst of its final preparations for the reception, on the following Monday morning, of 300 of its agents from many parts of the world, yet it wished to do everything in its power to avert any controversy or trouble with any of its employees. It therefore on Saturday morning, February 19, called together the shop committee of the screw making department and three other representatives of that department, and requested the committee to delay action until Mr. Rausch could return to Dayton.

This committee representing the screw makers agreed to communicate with Mr. Rausch. They stated that they would hold a special meeting of the union on Saturday night and decide what they would do. They agreed to let the company know their decision on Monday morning.

Monday was the opening day of our twelfth annual convention. At eight o'clock on that morning the screw makers left their work in a body. They did not accord to the company the opportunity of a further interview. They went out in spite of the fact that on the previous Saturday night, in accordance with the agreement with Mr. Rausch, the two objectionable men had been removed from the screw making department.

On Monday, February 21, Mr. J. F. Mulholland, President of the International Union of Bicycle Workers, came to the factory for the purpose of a conference. An effort was made to arrange for a meeting. On account of the convention, however, it was found impossible to do so until Tuesday morning, March 1. A further conference with Mr. Mulholland, Mr. Budroe, President of the Screw Maker's Protective Union of Dayton, and the screw maker's shop committee was held on Wednesday, March 2.

The company then informed Mr. Mulholland and his colleagues that it had complied with the demands of the union as agreed to by the committee consisting of Messrs. Rausch, Budroe and Ellis. The company further stated that it harbored no ill feeling or resentment toward the men who had left its employ. * * *

We informed our screw makers that we would be glad to have all of them come back, without discrimination, provided they returned to work by Friday, March 4, and we, in fact, waited for them to return until Thursday, March 10. In order to keep the balance of our force at work, we were then obliged to fill the vacancies with volunteers from the factory.

On Saturday, March 28, the members of the Ohio State Board of Arbitration paid us a visit, and we told them that we were willing to arbitrate the matter and would agree to abide by their decision.

On Saturday, April 2, at two P. M., Mr. Gompers, President of the American Federation of Labor, called at the factory and looked over the situation. He left at six o'clock, stating that he would abide by whatever agreement might be made by the company and the committee representing the screw makers.

On Monday, April 4, we met with Messrs. Mulholland, Rausch, Budroe and DeLap, representing the International Union of Bicycle Workers, and had two extended interviews with them. When it became evident that it would be impossible for us to agree at the present time upon any basis of settlement, we handed them the proposition stated above, dated April 4, 1898. * * * *

We do not desire a dissention with any union. We are not opposed to unions and have several in our factory. * * * *

Our greatest regret in the whole matter is that this thing has had a tendency to throw cold water on the disposition of a great many manufacturers throughout the country to adopt our methods of treating employees. This, of course, will injure the cause of labor and is the most serious aspect of the whole affair. Already many manufacturers are asking us why it was that our men struck when they were surrounded by such favorable conditions.

THE NATIONAL CASH REGISTER CO.

By JOHN H. PATTERSON,

President.

Notwithstanding the men had repeatedly refused to arbitrate and declared they would not settle the strike except on their own terms, the Board felt it should continue its efforts towards adjustment and decided to again visit Dayton on April 10, due notice of which was given to the men and the company.

The Board visited Dayton at the time indicated and at once put itself in communication with the strike committee and the officers of the company. Friendly negotiations were opened between the parties and were continued until Wednesday, April 13, when the strike ended and all men engaged therein returned to work on the 25th.

The controversy extended over a period of about seven weeks and considering the extensive establishment and the large number of persons employed by the company, the strike attracted less public attention than any similar movement within our jurisdiction since the organization of the Board.

The following letters from the company and Secretary Rausch will explain themselves:

THE NATIONAL CASH REGISTER CO.,

DAYTON, OHIO, April 14, 1898.

MR. JOSEPH BISHOP, State Board of Arbitration, Columbus, Ohio:

DEAR SIR: Referring to the previous correspondence regarding our relations with the Screw Makers Union, we beg to say that the difficulty has been adjusted, and by agreement, the men will return to work April 25.

Very truly yours,

THE NATIONAL CASH REGISTER CO.,

E. L. SHUEY,

Employment Department.

INTERNATIONAL UNION OF BICYCLE WORKERS,

TOLEDO, OHIO, April 16, 1898.

MR. JOSEPH BISHOP, Secretary Ohio State Board of Arbitration, Columbus, Ohio :

DEAR SIR : We are pleased to inform you that we have reached an agreement with the National Cash Register Company, of Dayton, Ohio, that is entirely satisfactory to us, and which provides for the complete unionizing of the screw machine department, and the reinstatement of each of our striking members on the 25th inst.

On behalf of our organization, we desire to extend our thanks to the State Board of Arbitration for its efforts to effect a satisfactory settlement, which we believe it would have succeeded in doing, had our efforts failed. .

Again thanking you, and with personal best wishes for yourself, we remain,

Very truly yours,

W. E. RAUSCH,

International Secretary-Treasurer.

To the above letters, the secretary replied as follows :

STATE OF OHIO,

OFFICE OF STATE BOARD OF ARBITRATION,

COLUMBUS, OHIO, April 15, 1898.

MR. E. L. SHURY, the National Cash Register Company, Dayton, Ohio :

DEAR SIR : Your valued favor of the 14th officially notifying this Board that the differences between the Screw Makers' Union and your company had been adjusted by agreement, has been received.

In reply, and on behalf of the State Board of Arbitration, I desire to congratulate you on the settlement of the controversy, and indulge the hope that in future the relations between your company and its employees, will be of the most friendly character.

Thanking you and other officials of the National Cash Register Co. for courtesies extended to the members of this Board, I am,

Very respectfully,

JOSEPH BISHOP,

Secretary.

STATE OF OHIO,

OFFICE OF STATE BOARD OF ARBITRATION,

COLUMBUS, OHIO, April 18, 1898.

MR. W. E. RAUSCH, Secretary-Treasurer International Union Bicycle Workers, Toledo Ohio :

DEAR SIR : Replying to your letter of the 16th informing this Board that your organization had reached a satisfactory agreement with the National Cash Register Co., of Dayton, and thanking the members of the Board for their efforts to that end.

On behalf of the State Board of Arbitration, I congratulate you on the adjustment of the trouble, and hope that hereafter all transactions between the company and your organization, will be mutually pleasant and agreeable.

Very respectfully,

JOSEPH BISHOP,

Secretary.

I have given in detail from the files of this Board, the history of this controversy, because of its unusual character ; of the kindly and tolerant spirit manifested on the part of the employers towards employes, and because the case develops methods for the amelioration of the conditions of labor worthy of general attention.

The trouble having been thus settled by the parties, the Board had no occasion, and in fact no right under the statute to express an opinion on the merits of the controversy.

JACKSON COUNTY COAL STRIKE.

On April 1 a general strike of mine workers occurred in the Jackson district because of a difference between the coal operators and the miners organization as to the price to be paid for inside day labor.

The miners demanded the scale authorized by the Chicago convention, while the operators contended for lower prices, and being unable to agree, all mines in the district closed on the above date.

The miners representative stated that on or about March 10, while the inter-state committee, authorized by the Chicago convention "to formulate a uniform day work scale," were in session at Columbus, some of the leading operators of Jackson county called on him and requested his co-operation to arrange a scale for inside day labor in the Jackson field, independent of that authorized at Chicago; that he refused to entertain any proposition, or agree to any scale in any district of the State other than that formulated by the inter-state committee, and which was at that time under consideration; that about the middle of March, the operators agreed upon the following scale for day labor, to take effect April 1, and notified the men accordingly:

Common day labor.....	\$1 44
Tracklayers	1 65
Slateshooters.....	1 65
Waterbailers.....	1 60
Trappers	55

That the miners refused the prices offered by the operators and demanded the scale agreed upon at Columbus, March 8-11. See page 20.

That the Jackson county operators refused the inter-state day labor scale, notwithstanding the fact that a committee of Ohio operators co-operated with like committees from Pennsylvania, Indiana and Illinois, in preparing it; that because the miners and operators of Ohio had equal voice and vote with those of other states in formulating the scale, all were in honor bound to observe it, and therefore the mine workers refused to work until Jackson county operators would agree to its terms; that they were contending for a fundamental principle, and would maintain the stand they had taken.

On the other hand, the operators claimed that they were not parties to the inter-state day labor scale demanded by the miners; that while they attended the Chicago convention, they opposed uniform conditions, and declared "that the same relative conditions that now exist be continued in all the competitive fields," and that "whatever the result, as representing the thin vein districts of Ohio, we shall insist on retaining the same relative position as to the Hocking Valley;" that Jackson county operators opposed the appointment of an inter-state committee to formulate a uniform day labor scale, and did not meet with, or participate in, the proceedings of said committee, and therefore were not parties to the prices adopted by it; that the scale offered the miners for day labor is in accord with an agreement of long standing between the miners and operators of the Jackson district, providing that for each advance of five cents per ton in the price of mining, there shall be an advance of seven and one-half cents per day in the price of day labor; that as the price of mining had advanced 10 cents per ton, they now, according to said agreement, proposed to advance day labor 15 cents per day; that they could not afford to pay the advanced scale demanded by the miners, and now, as at the Chicago convention, insist "that the same relative conditions" be continued.

Such was the situation on April 1, when all mines in the Jackson district closed. The strike continued until May 1, when the men accepted the operators terms and resumed work.

This movement involved about 4,500 mine workers, and to their credit be it said, there was no disturbance whatever in any part of the district during the 39 days of idleness.

Neither party desired the services of the Board. The miners were determined in their demand for the inter-state scale. They favored arbitration under all ordinary circumstances. In this case, however, they asked only for the terms of the Chicago agreement, which they felt was binding upon miners and operators of all districts, and as arbitration might jeopardize said agreement, they declined the services of the Board.

The operators claimed the inter-state scale was unjust to the Jackson district; that they were not parties to it, and could not, and would not, operate under it; that the matter in dispute had been settled by arbitration several years before, and therefore, they also declined the services of the Board, saying "there is nothing now to arbitrate."

JOSEPH N. RICARD BOILER WORKS.

TOLEDO.

About April 1, the Board was informed that the boiler makers employed at the Ricard Boiler Works, at Toledo, were on a strike for union rules and union wages. By correspondence, it was ascertained that the men were members of Buckeye Lodge No. 85 Brotherhood of Boiler Makers and Iron Ship Builders, and the trouble arose from the efforts of the union to secure the signatures of Toledo employers to the following agreement, which the Board was informed is similar to that prevailing in nearly all cities throughout the country:

- "1. Ten hours work shall constitute a day on new work, nine hours and a half on old repair work.
- "2. The minimum rate of wages shall be \$2.50 per day.
- "3. Helpers or handy men shall not be allowed to do any boiler makers work.
- "4. Only union men shall be employed.
- "5. Any apprentice must begin before the age of 21 years and serve four years, after which, if deemed competent, shall command journeyman's wages.
- "6. Employees must be paid at least once in two weeks.
- "7. Sundays, holidays and nights shall be paid for at the rate of time and a half for new work, double time for old repair work.
- "8. All hand work, such as snapping, driving rivets, chipping, corking, flanging, fitting up and setting flues, shall be deemed boiler makers work.
- "9. Any apprentice in his last year of service may be sent out on jobs, when accompanied by a competent boiler maker, but not alone.
- "10. All misunderstandings in regard to this agreement shall be settled by arbitration.
- "11. No union boiler maker shall be discharged for anything he may do while acting as a committee from this union. Men shall only be discharged for cause.
- "12. A union man will not leave a situation without three days' notice to his employer or foreman.
- "13. In case a job being started by any one not a union man of this brotherhood, a union man will refuse to finish same, without being paid for the whole job.

"This takes effect May 1, 1898, for one year to May 1, 1899.

"Union boiler makers will not be allowed to do boiler work with handy men, or helpers, on or after this date, February 3, 1898."

As will be seen by the above date, the trouble had been pending about two months. Further correspondence developed the fact that during all that time, friendly conferences had been held with the company and the representatives of the union, with a view of adjustment. Other leading employers in the same line in Toledo had entered into a similar agreement with the union, and the Ricard boiler makers naturally claimed the same prices and conditions that prevailed in other shops. The company, however, declined to sign the agreement, employ union men, or pay union scale of wages, and in consequence the men went on strike April 1. In a few days, the company employed non-union men and apprentices and continued operations as best it could.

Further investigation by the Board disclosed the fact that only five boiler makers were involved in the controversy, and therefore the matter did not come within the law, which provides:

"Whenever it shall come to the knowledge of the State Board that a strike or lock-out is seriously threatened, or has actually occurred, in this State, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lockout, was employing not less than 25 persons in the same general line of business in the State, it shall be the duty of the State Board to put itself in communication as soon as may be, with such employer or employees."

In view of the fact that the case did not come within the law by reason of the limited number of employees involved, and the further fact that the company had secured new hands and was operating its works the Board took no further steps in the matter.

POMEROY BEND COAL STRIKE.

POMEROY.

About the first of April the newspapers reported a strike at the coal mines in the "Pomeroy Bend" district. By correspondence, the Board learned that about 400 men employed in the various mines in the district were on a strike for the Chicago scale, which the operators refused to pay.

Outside of the coal required for domestic and manufacturing purposes at Pomeroy and vicinity, the product of the mines in that district is shipped by the Ohio river to the southern markets.

At the time stated, the operators had their boats loaded with coal and ready for shipment when there was sufficient water for that purpose, and consequently there was but little demand for coal, and that only for local consumption.

The Board advised the parties to settle their differences and prepare themselves for operations when the boating season arrived. The miners, however, did not acquiesce in this view, and stated "that nothing could be done under existing conditions," that the mines were closed more on account of "low water" which prevented shipments, rather than by reason of a difference as to wages; that when the river would rise sufficient to permit shipments, there would be no difficulty in reaching a settlement.

As neither operators nor miners desired the services of the Board, and more particularly as the adjustment of the wage question at that time could not, through lack of transportation facilities, result in resumption of work, the Board took no formal action in the matter.

The miners remained idle until the operators were enabled to make shipments, when the men returned to work at reduced wages.

ANN ARBOR RAILROAD.

On July 13, the public press reported a strike on the "Toledo end of the Ann Arbor Railroad."

Without waiting to ascertain the particulars of the strike, and fearing the movement might extend to other divisions of the road and seriously interfere with the manufacturing and other interests, not only in Ohio, but over the entire line, covering a distance of almost 300 miles, the Board immediately visited Toledo.

It learned from reliable authority that the reported strike was caused by the order of the company requiring the section hands to provide themselves with a certain prescribed uniform.

The men employed on the Toledo end of the road, refused to comply with the order, claiming that the clothes usually worn while at work were well adapted for their business; that there was no necessity for the uniform, and their wages were already too low, and they could not afford to purchase it, and rather than comply with the order, they ceased work.

The movement did not in any manner interfere with the business of the company or the operation of the road, as new men were immediately engaged to take the place of the strikers, and there was no further occasion for the service of the Board.

TAPLIN, RICE & CO.

AKRON.

On July 16, the Board was informed of a strike at the works of Taplin, Rice & Co., located at Akron.

The secretary visited Akron and learned from the committee representing the men, that about the middle of July, and while the stove foundry of the concern was closed, the company demanded a reduction in the price formerly paid to molders in that department; that the employees were members of the Iron Molders' Union of North America, and the foundry was recognized as a union shop; that the prices previously paid by the company were not in excess of the established union scale, and therefore the molders refused to accept the proposed reduction.

The general manager of the company was seriously sick at the time and unable to give attention to business, and for that reason a conference could not be had. Besides this, it appeared that the stove foundry was closed, not so much on account of wages, as for other reasons not made known. There was also a general feeling that the company

did not then desire to operate the stove foundry, and that when conditions required the resumption of business in that department, the wage question would adjust itself.

This view of the situation given to the Board by some of the men, proved in the end to be correct. The company resumed operations August 1, and all the old hands returned to work. The strike lasted three weeks and involved 30 men.

CLEVELAND SHIP BUILDING COMPANY.

LORAIN.

Having received information on July 20 of a strike at the yards of the Cleveland Ship Building Company, the secretary visited Lorain at once. Upon inquiry he learned that about 200 laborers who were receiving \$1.25 per day, went on a strike for an increase in wages without having first requested the company to grant the desired advance.

The general superintendent of the company informed the representative of the Board that he was not aware of any dissatisfaction among the men on account of wages or otherwise; that no complaint had been made to him by the laborers, and he was therefore surprised to learn they had ceased work.

He was not averse to a reasonable advance, and was willing to arrange terms satisfactory to all parties.

This was made known to the men, who, through their committee, waited on the superintendent, who promptly granted an increase in wages and the men at once returned to work, having been out only about 24 hours.

From the best information at hand, I feel warranted in saying that this so-called strike, although of short duration, was ill advised, wholly unnecessary and an injustice to the company, who would readily have granted the men an advance in wages had they presented their request to the proper representatives of the company.

THE AULTMAN TAYLOR MACHINERY CO.

MANSFIELD.

On August 1 the Board received information of a strike at the works of the Aultman Taylor Machinery Co., located at Mansfield, and employing in all departments about 300 hands.

The secretary visited Mansfield and learned that only the men employed in the boiler works, about 100, were involved in the controversy.

There was no question or difference as to hours of labor, conditions or wages. The boiler makers, helpers and others engaged in that department complained of the treatment accorded them by the superintendent of the shop. They declared that in his intercourse with employees, he was disrespectful and abusive; that he used violent language and called them vile names; that they had frequently protested against his method of dealing with them, and rather than continue in the employment of the company under his management, and suffer such indignities as had been heaped upon them, they ceased work and demanded his removal.

Such was the situation on the part of the men, when the secretary arrived on the ground.

The superintendent of the boiler works was absent at the time of the visit, and therefore could not be seen. In his absence the secretary called on the president of the company, who expressed surprise at the action of the men in going on a strike, without first presenting their grievance to him. He said he was always ready to hear, and if possible, adjust any reasonable complaint the employees may present, but in this case he was not aware that any trouble existed, or that the men contemplated a strike for any cause; that they ceased work without his knowledge, and at a time when the company was under contract to complete certain orders within a given time, thereby seriously interfering with the business of the establishment.

Both sides promptly yielded to the request of the Board for a conference. The meeting was held at the office of the company, and was attended by the committee representing the boiler makers, the president of the company and the secretary of the Board. The circumstances leading up to the strike were freely discussed. It was shown that the company desired and endeavored to promote pleasant relations with its employees, and was careful at all times to treat them with proper consideration. While it refused the demand of the men, to remove the superintendent of the boiler works, it would not uphold any of its managers or foremen in being rude and disrespectful in dealing with workmen.

It also appeared that the men reciprocated the desire of the company to promote satisfactory conditions and relations throughout the works. While they complained of the conduct of the superintendent, they had the highest regard for the general officers of the company, and only asked for respectful treatment.

Immediately after the conference, the secretary of the Board attended a meeting of the employees of the boiler works and urged them to end the trouble. A ballot being taken, resulting in almost an unanimous vote in favor of returning to work. The strike was declared off and the boiler department resumed operations the following morning. The controversy lasted only three days.

THE AMERICAN STEEL AND WIRE COMPANY.

CLEVELAND.

On August 3 the Board learned through the public press that about 1,100 employees of the American Wire Mill and the HP Nail Works, at Cleveland, had inaugurated a strike against a reduction of wages. No formal or official notice of the trouble had been received from the company or the men.

The secretary visited Cleveland at once, and found the above named works closed for the reason stated. In conversation with the representative of the men, the Board was informed that about April 1 it was announced that the HP Nail Company and the American Wire Company were dissolved, and all employees discharged, and that in the future the mills would be controlled by the American Steel and Wire Company; that the latter part of April the company submitted to the men a new scale of wages, providing for a sweeping reduction of 33½ per cent.; that the men requested two days' time to consider and act upon the proposed scale; that the company refused to allow any

time whatever for consideration, and declared that unless the scale was immediately accepted the mills would be closed indefinitely; that the men reluctantly commenced work under the new wage scale, reserving the right to demand the former rate of pay when directed by the Executive Council of the Federated Wire Trades of America, to which they belonged; that this authority was not exercised, and the men continued work until Monday, August 1, when a committee representing the several departments of the mills called on General Manager Shuler to ask for the old scale; that Mr. Shuler positively refused to recognize or deal with the committee, or to receive or entertain any proposition contemplating any advance whatever in the rate of pay; that these facts were made known to the men, who were smarting under the heavy reduction imposed upon them, and having reason to believe the company contemplated a still further out of 20 per cent. in wages, the employees at the American mill ceased work; that the company anticipating a similar movement by the men at the HP works, immediately posted notice ordering the entire plant closed down indefinitely; that the men cannot live and support families on the wages paid, and therefore were forced to demand an advance; that while the employees of the American and HP mills demanded restoration of the scale paid previous to the organization of the American Steel and Wire Company, they desired, through their representatives, to meet the officers of the company, with a view of an amicable adjustment of the dispute; that they would gladly welcome a peaceful settlement, and that notwithstanding the general manager had denied them a hearing, they were still anxious for such meeting, and requested the services of the Board to that end.

Having heard the statement of the men, the secretary next called on General Manager Shuler who denied the company had made the heavy reduction of which the men complained, or that any further reduction of wages was contemplated; that for the purpose of uniformity, and placing all its mills on the same basis, it readjusted the wage scale and in doing so, the men in certain plants received an advance and in others they suffered a slight reduction; that the scale under which the mills had operated was fair and equitable and would be maintained regardless of the strike or any demand or action on the part of the men; that the company would not receive or deal with any committee, and would only recognize its employees as individuals.

Mr. Shuler was informed the men desired through their committee to meet him with a view of discussing, and if possible adjusting their differences, and he was repeatedly requested and urged to agree to such meeting, either with or without the Board, but he refused all overtures, and declined the services of the Board, saying, "there is nothing to arbitrate."

About this time the following article appeared in the public press, which was submitted by the secretary of the Board to General Manager Shuler, who endorsed it as the authorized statement of the company.

"The American and Steel Wire Company came into existence April 1, by purchasing a number of mills throughout the country, including three in Cleveland. At that time there were various scales being paid throughout the different mills. In order to get on a common level, the committee that had the matter in charge arrived at an average scale for the coarse wire departments of the mills in this district. This scale was somewhat lower in some respects at the American and HP mills but was higher than the scale then being paid at the Consolidated mill. Consequently, there was a reduction at the first two named mills and an advance at the latter mill, in order to have all on the same basis. At the time this scale was adopted, the men were told that the scale was

final and the company had no intention of changing it. That stands to-day, and the company has no intention whatever of altering the scale then adopted.

"This scale was put into effect at the mills starting in April. At that time the committee was not prepared to present a scale for the fine wire drawers at the American mill. Hence that department was started on the then existing scale, but the men were told that as soon as the scale was revised, it would be inaugurated. That was done on July 1, which scale is now in force.

"There has only been the one adjustment of scales for each department, and not two or three as claimed by some outsiders. This readjustment was necessary in order to put all of the mills on the same basis, giving each one the same benefits as the others.

"I notice that a morning paper states that the coarse wire drawers averaged \$2.25 a day before the American Steel and Wire Company came into existence; now their wages were from 80 cents to \$2.00 a day. Our records for the last two weeks in July show that the inferior men have earned from \$2.10 to \$2.50 per day, while others have earned more. During the same time our wet wire men have averaged \$2.58 per day for each man.

"In reference to our cleaning department, the same newspaper states the employees are making but 90 cents a day. Our records show that the lowest price formerly paid there by the old company was \$1.37 per day. We have changed the system and manner of handling that department with the result that these same men are able to earn \$1.64 a day and can do it as easily as they formerly did by the old way. This is for 10½ hours' work and not 12, as claimed.

"In our fine wire department the men for a certain time, when the old company was in existence, averaged \$2.99 per day on 24 blocks. Our company changed the system so that each man was given 32 blocks. His earnings can now be as much as before without any harder work or more time.

"We will make a few comparisons between the present scale at our American mill and the Washburn & Moen Manufacturing Company who are our strongest competitors, and against whom we are compelled to compete in all markets. The Washburn & Moen people in their fine wire department employ principally girls, giving each one a frame consisting of 40 blocks. They then have one man to hammer the dies for three frames, or 120 blocks. So that where they employ one man and three girls, we employ three men, and it is now understood that they contemplate having the girl's hammer their own dies, which will do away with the man entirely. If we were to adopt this system, we would have to lay off two wire drawers out of every three, and replace them with girls. This, however we do not contemplate doing. Their fine wire drawers do not average over \$10 to \$12 per week. On the same conditions, and with the present rates, our scale is 26½ per cent. higher than theirs.

"Comparing our coarse wire drawers with these same competitors shows that our scale is 45 per cent. higher than theirs. In the coppered wire department, our scale is 44½ per cent. higher. We could go down the line in the same way, showing that the scale that we are at present paying in our American mill is considerably higher than for similar work that is being done in the mills of our competitors.

"We are constantly making changes in our mills, so that the facilities are the best. This gives our men every advantage and enables them to get out as large a production as any other mill in the country. We are compelled to compete in the open market, which we have been doing with a wage scale that is higher than our strongest competitors have been paying.

"We wish to repeat that there has been but one adjustment in each department, and that no second one is, nor was contemplated by the company. We expect to operate our mills, and will do so, on the system we laid out.

"As for the statement that the other nail mills are making war on the American Steel and Wire Company by cutting the price of nails from \$1.43 to \$1.33 per keg, they do not seem to know that the price to jobbers has been for some time \$1.25 per keg.

"In comparing the present price of nails with the lowest price on record, which was several years ago, when nails were selling at 85 cents base per keg on the old nail card, at that time the average mill advance was 65 cents per keg, making the total average price received for a keg of nails \$1.50. Whereas, to-day, at \$1.25 base on the pre-ent nail card, the mill average advance is only 13 cents making the total average cost for a keg of nails to the purchaser \$1.38 which is 12 cents less than it was ever known to be."

Immediately after the publication of the foregoing statement of the trouble by General Manager Shuler, the strike committee issued the following on behalf of the men:

"As Manager Shuler has seen fit to issue a statement through the daily papers in regard to the existing troubles between his corporation and their employes, we believe it our duty on behalf of the strikers to call attention to some of the gross misstatements and anomalies that exist in such document.

"While it is true that an average scale was adopted by this corporation upon assuming control of the mills last April, said average was reached in the same manner as the now noted Carnegie readjustments were brought about, that is, by taking 20 per cent. away from two mills, giving one mill 5 per cent., and calling this an "average scale" Those who read the newspapers will remember how persistent Mr. Shuler was at that time in leading the public to believe that all the reduction that had been given amounted to 3½ per cent. The old saying of "give a calf enough rope, etc.," fits this case to a nicety, as we purposely refrained from denying his statements at that time.

"Mr. Shuler has something to say in regard to outsiders. We disclaim any intention of exercising any authority over outsiders. Mr Shuler tells us about this readjustment and the raise given in the Baackes mill, but fails to tell us that the nail operators are receiving less wages than paid in any other mill operated by this corporation. What becomes of his average scale with the nail makers?

"We repeat that the cleaners were reduced from \$1.45 per day when this corporation assumed control, and that since that they have been placed on piece work. Mr. Shuler says they can earn \$1.64 per day. This is on the supposition that they clean 100 tons of rods. Sometime ago this limit was attempted, and the ambulance visited the mills about three times a day to remove the poor unfortunates overcome with heat, steam and acid. About 60 tons are the regular run. Figure it out for yourself.

"When Mr. Shuler states that wages have averaged \$2.10 to 2.25 a day in the course wire department, he states what is not so. On some jobs a record of \$1.50 is exceptional, and \$1.10 to \$1.20 is the rule on a good number of jobs. This is not due to inferior men, either, as the majority working on these jobs are among the oldest workers in the mill.

"Mr. Shuler talks glibly of inferior workmen, but fails to say anything about inferior jobs. These people are great 'system changers,' but as far as it ever goes is to place more work on us for less pay. Admitting that the fine wire drawers did average \$2.99 on 24 blocks does not necessarily carry with it the admission that 32 blocks are just as easily run as 24, nor does it prove that a 35 per cent. cut in wages is a bonanza.

"He speaks of girls in Washburn & Moen's mills running 40 blocks, but fails to state that said blocks run less than half the speed that the ones do that we are employed on. The Washburn & Moen mills pay 92 cents per 100 pounds, for size 33, and pay die-makers besides, and they propose to pay 92½ cents, and have the men make their own dies. The girls produce nearly one-half scrap wire, and we are allowed three pounds to the 100. The Washburn & Moen Company have been trying to rid themselves of girl labor for sometime, but cannot secure competent labor at prices offered.

"Admitting that the Washburn & Moen coarse wire scale is lower than here, yet it is no lower than when the old HP and American companies were paying 20 per cent. higher wages than we are now asking for this corporation.

"In regards to reports of the Oliver mills of Pittsburgh cutting rates, we will say the news reports in the daily papers do no originate with us.

"In conclusion we will state that contrary to Mr. Shuler's statements that no further reductions are intended or contemplated, that we have reliable information that a scale has been in the Cleveland district office that contemplated a further reduction of 20 per cent. that the scale had been posted in their mills at Rankin, Pa., and was torn down upon the opening of hostilities in Anderson, Ind., about two weeks ago."

In order that the Board might be fully informed as to the differences between the parties, and with a view of conciliation, it requested a copy of the scale of wages paid by the company, and was informed by the general manager that he would not furnish the scale unless compelled to do so.

Notwithstanding the company declined to furnish the Board with the desired information, its apparent hostility to the arbitration law, and its repeated refusal to accept the service of the Board, it continued its efforts to conciliate matters and frequently endeavored to bring the parties together in friendly conference, but without avail.

The strike had now been going on several weeks and the number of idle men had been largely increased. Up to this time, neither the company nor the men desired or would agree to arbitration, either by the State or by a local board, the former declaring "there is nothing to arbitrate," while the latter would only accept the service of the Board, in so far as it might be able to arrange a meeting of the strike committee with the company.

Each side seemed determined to maintain the position it had taken. On the one hand, the company asserted it would adhere to the scale in force, refuse to meet or deal with committees or other official representatives of the men, recognize its employees only as individuals, and in a general way would manage its affairs in its own way. On the other hand, the men declared they were contending for living wages and the right of organization.

Being convinced that a meeting of the representatives of the men and the company would open the way for an amicable settlement, the Board on September 28 renewed its efforts to that end. As already stated the men had from the beginning desired and requested a conference with the company. At last the company, through its general manager, expressed a willingness to meet "a committee of employees," but declined to meet the general secretary of the union. This was made known to the representatives of the men by the secretary of the Board, who endeavored to persuade them to agree to such meeting. In this however he was unsuccessful, as they regarded such a step as tending to ignore their organization; that while the strike was for living wages, it was also for the right to organize and maintain their union. They refused to attend a conference unless the company would consent to the presence of their general secretary.

The strike had been in existence two months. During this time the company had resorted to the measures usually employed under such circumstances to supply the places of the strikers and operate their works. New hands were hired and imported from different places, who, upon their arrival at Cleveland were housed and fed at the works. On learning the exact situation, some of the new men left of their own accord, while others were persuaded by the old hands to quit, so that at no time during the strike was the management of the concern able to operate its mills successfully; the company claimed the strikers were interfering with it in the conduct of its business, and applied for police protection, which was refused by the city authorities, who upon investigation did not deem it necessary, for the reason that neither the property of the company nor the peace and order of the city was endangered.

The general situation remained unchanged until about October 1, when the company applied to the United States Court for a restraining order against the men. The court refused to act until notice had been served upon the strikers to show cause why such an order should not be issued. In the meantime, a committee of strikers presented to the company the scale of prices they desired. This scale, however, was not considered by the company, who refused to make any concession whatever, and informed the committee if the men came back, they must do so at the prices paid at the beginning of the strike.

On October 8, a committee representing the strikers, called upon the officers of the company and inquired if the company was willing to make a concession, and was informed that it was not. The committee next requested the company to arbitrate under section 10 of the arbitration law of the State. This the company also refused to do saying "they had nothing to arbitrate."

Matters again settled down to the methods usually employed during strikes and lockouts, namely: Employers endeavoring to operate their works with new men, while the old hands were equally active in their efforts to keep the mills idle, and continued so until Tuesday, October 18, when the following restraining order was issued by the Circuit Court of the United States:

THE UNITED STATES OF AMERICA.

NORTHERN DISTRICT OF OHIO, EASTERN DIVISION, SS.

At a stated term of the Circuit Court of the United States, within and for the Eastern Division of the Northern District of Ohio, begun and held at the city of Cleveland, in said district, on the first Tuesday in October, being the fourth day of said month in the year of our Lord one thousand eight hundred and ninety-eight, and of the independence of the United States of America the one hundred and twenty-third, to-wit: on Tuesday, the 18th day of October, A. D. 1898.

Present:

The HON. ELI S. HAMMOND,
District Judge.

Among the proceedings then and there had were the following, to-wit:

THE AMERICAN STEEL AND WIRE COMPANY,
Complainant.

vs.

WIRE DRAWERS' AND DIE MAKERS' UNION, No. 1,
OF CLEVELAND, O., WALTER GILLET, ET AL.,
Defendants.

} Order No. 5812.

This cause came on for hearing upon the bill of complaint, and complainants' application for a temporary injunction, upon the answers of certain of the defendants, and affidavits filed on behalf of complainant and defendants, and the testimony by way of cross-examination of certain of the witnesses in open court; and the court, being fully advised in the premises, finds that the complainant is entitled to a temporary injunction as follows:

It is hereby ordered, adjudged and decreed, that the Wire Drawers' and Die Makers' Union No. 1, of Cleveland, Ohio, Walter Gillett, its president, and Wire Drawers' and Die Makers' Union No. 3, of Cleveland, Ohio, Fred Walker, its president, and the officers and members of said unions, and each and all of the other defendants named in the complainants' bill, and any and all other persons associated with them in committing the acts and grievances complained of in said bill, be and they are hereby ordered and commanded to desist and refrain from in any manner interfering with, hind-

ering, obstructing or stopping any of the business of the complainant, the American Steel and Wire Company, or its agents, servants or employes, in the operation of its said American mill, or its other mills in the city of Cleveland, county of Cuyahoga and the State of Ohio, or elsewhere; and from entering upon the grounds or premises of the complainant for the purpose of interfering with, hindering or obstructing its business in any form or manner; and from compelling or inducing or attempting to compel or induce, by threats, intimidation, persuasion, force or violence, any of the employes of the American Steel and Wire Company, to refuse or fail to perform their duties as such employes; and from compelling, inducing or attempting to compel or induce, by threats, intimidation, force or violence, any of the employes of complainant, the American Steel and Wire Company, and from doing any act whatever in furtherance of any conspiracy or combination to restrain either the American Steel and Wire Company or its officers or employes in the free and unhindered control of the business of the American Steel and Wire Company; and from ordering, directing, aiding, assisting or abetting in any manner whatever, any person or persons to commit any or either of the acts aforesaid.

And the said defendants, and each and all of them, are forbidden and restrained from congregating at or near the premises of the said American mill, or other mills of the American Steel and Wire Company in said city of Cleveland, for the purpose of intimidating its employes or coercing said employes or preventing them from rendering their service to said company; and from inducing or coercing by threats said employes to leave the employment of the American Steel and Wire Company, and from in any manner interfering with or molesting any person or persons who may be employed, or seeking employment, by the American Steel and Wire Company in the operation of its said American mill and other mills.

And the said defendants, and each and all of them, are hereby restrained and forbidden, either singly or in combination with others, from collecting in or about the approaches to said complainants' American mill or other mills for the purpose of picketing or patrolling or guarding the streets, avenues, gates and approaches to the property of the American Steel and Wire Company for the purpose of intimidating, threatening or coercing any of the employes of complainant or any person seeking the employment of complainant; and from interfering with the employes of said company in going to and from their daily work at the mill of complainant.

And defendants, each and all of them, are enjoined and restrained from going either singly or collectively, to the homes of complainant's employes, or any of them, for the purpose of intimidating or coercing any or all of them to leave the employment of the complainant, or from entering complainant's employment, and, as well, from intimidating or threatening in any manner the wives and families of said employes at their said homes.

And it is further ordered that the aforesaid injunction and writ of injunction shall be in force and binding upon each of the said defendants and all of them so named in said bill, from and after service upon them severally of a copy of this order, by delivering to them severally a copy of this order, or by reading the same to them; and shall be binding upon each and every member of said Wire Drawers' and Die Makers' Union No. 1, of Cleveland, Ohio, and Wire Drawers' and Die Makers' Union No. 3, of Cleveland, Ohio, from the time of notice or service of a copy of this order upon the said Walter Gillett and Fred Walker, and other members of said unions, parties defendant herein; and shall be binding upon said defendants whose names are alleged to be unknown, and after the service of a copy of this order upon them respectively by reading of the same to them, or by publication thereof by posting or printing; and shall be binding upon the said defendants, and all persons whatsoever who are not named herein, from and after the time when they severally have knowledge of the entry of this order and the existence of this injunction.

This order to continue in effect until the further order of this court; and upon said complainants entering into bond in the sum of \$2,500, conditioned for the payment of costs and moneys adjudged against them in case this injunction shall be dissolved.

And thereupon came said defendants, by their counsel, and in open court gave notice of their intention to appeal this cause, and the court do allow such appeal upon the filing of an appeal bond in the sum of \$1,000.

The first effect of the injunction against the strikers was that a number of the men immediately returned to work; others accepted employment the following day; and within 24 hours after the order of the court was issued, the back-bone of the strike was broken.

At a meeting of the men, held on Tuesday, October 18, it was decided to have the executive committee confer with the management of the company, and if possible arrange terms on which the men would be received back to work. The committee was not successful in arranging a conference. Another meeting was held on Thursday, October 20, when, by almost a unanimous vote, the strike was declared off.

Thus ended one of the most remarkable strikes that ever took place in Cleveland; it was remarkable for the large number of men involved; it was remarkable because of the organization formed by the strike leaders, and because of the fact that no disturbance was caused during the 12 weeks of idleness.

Starting out with only a few hundred men, the strikers succeeded in having first one department join them and then another, until they reached the 1,500 mark.

The strike was inaugurated on August 1, when the American Steel and Wire Company came into existence and forced the men to accept a scale of prices below the wages paid prior to that time.

We take pleasure in saying that the mayor and director of law of the city of Cleveland heartily co-operated with the Board, and lent it every assistance to bring about an adjustment of the controversy.

THE LIMA LOCOMOTIVE AND MACHINE COMPANY.

LIMA.

On August 28, a strike was reported at the Lima Steel Works. In order to secure definite and reliable information on the subject, and to more fully explain the methods of the Board in such cases, the following correspondence is given:

STATE OF OHIO,

OFFICE OF STATE BOARD OF ARBITRATION,

COLUMBUS, August 28, 1898.

To the Mayor, Lima, Ohio:

DEAR SIR: The newspapers report a strike of molders at the steel works in your city. Is this report correct? If so, will you please inform this Board as to the nature of the trouble, the name of the employer, number of employees involved, and any other information you may have on the subject.

Kindly requesting an immediate reply.

Very respectfully,

THE STATE BOARD OF ARBITRATION,

JOSEPH BISHOP,
Secretary.

To the above letter, the Mayor of Lima sent reply as follows :

CITY OF LIMA, OHIO, August 31, 1898.

TO THE STATE BOARD OF ARBITRATION, Columbus, Ohio :

GENTLEMEN : The molders of the Lima Steel Works struck some two days ago. The employer is W. C. Mitchell, General Manager of the Lima Locomotive and Machine Works, of which the steel works is a part.

I am informed that some time since a reduction of 10 per cent. was made under a promise that when business improved it would be restored. The molders claim that condition is now present, and therefore ask for the restoration of the 10 per cent., which the manager refuses to grant. There are over 25 molders employed by this company.

Should I hear anything further, I will acquaint you at once.

Very truly yours,

H. S. PROPHET,
Mayor.

Having received official notice of the strike, the Board sent the following letter to the representative of striking molders :

STATE OF OHIO,

OFFICE OF THE STATE BOARD OF ARBITRATION,

COLUMBUS, September 1, 1898.

MR. GEORGE WILLAUER, Secretary Molders' Union, Lima, Ohio :

DEAR SIR : In reply to the inquiries of this Board, the mayor of your city, as required by the arbitration law of the State, has informed us of a strike of molders at the Lima Steel Works. The secretary of the Board will visit Lima to-morrow, and, if possible, will arrange a friendly conference between the men and the company, with a view of endeavoring to reach an amicable settlement of any differences that may exist, and hope to have your hearty co-operation.

Please meet me at the Lima House with a committee representing the men on strike, at 9:30 to-morrow morning.

Very respectfully,

JOSEPH BISHOP,
Secretary.

Fearing the foregoing might be delayed, and in order to facilitate matters, the following telegram was also sent to Mr. Willauer :

COLUMBUS, OHIO, September 1, 1898.

GEORGE WILLAUER, Linden street, Lima, Ohio :

Meet me at Lima House, 9:30 Friday morning, with committee representing striking molders.

JOSEPH BISHOP,
Secretary State Board of Arbitration.

The secretary of the Board visited Lima on the morning of September 2, and was highly gratified to learn from the mayor that the molders were at work, the strike having been settled on the evening previous.

THE LIMA LOCOMOTIVE AND MACHINE COMPANY.

LIMA.

On September 22, the Board received the following letter, which explains itself:

MAYOR'S OFFICE.

LIMA, OHIO, September 22, 1898.

HON. JOSEPH BISHOP, Board of Labor Arbitration, Columbus, Ohio:

MY DEAR SIR: The molders of the Lima Steel Works went on a strike yesterday. I am informed that the promise was made to the employes at the time of the last strike, that if they would go to work, the 10 per cent. would be restored. They went to work, and yesterday, pay day, the company refused to pay the 10 per cent., and the men refused to accept their pay without it, and quit work:

Yours truly,

H. S. PROPHET,
Mayor.

In response to the notice of Mayor Prophet, the secretary of the Board visited Lima on September 23, and at once put himself in communication with the company and the men. The committee representing the striking molders made the following statement:

The first strike commenced August 29, when the molders demanded a minimum rate of \$2.50 per day, having previously received \$2.00 per day; that after being out three days the men returned to work on the promise of the superintendent that wages would be advanced in a short time, without specifying the date or time when such advance would be made, it being understood, however, that it would not be more than two weeks, or less; that work continued until September 19, when they again ceased work because the company failed to grant the promised advance in wages; that the foreman used disrespectful and abusive language to the men, and required them to follow his direction as to the work, etc., not permitting them to exercise their skill and judgment, and holding them responsible for all defective castings; that notwithstanding the arrangement at the end of the first strike, that all men should return to work without prejudice, the foreman soon afterward discharged many of the men engaged in said strike, all of whom were members of the Iron Molders' Union; that the frequent discharge of union workmen and the retention of non-union men was reasonable evidence that the company intended to gradually remove all union men, and that for the above reasons they again ceased work on September 19. They desired a settlement, and would meet the company on any fair and reasonable basis.

The company stated it had employed about 400 men in all departments; that the first strike commenced on August 29, and was caused by the molders in the steel casting department demanding a minimum rate of \$2.50 per day; that the company explained to the men that on account of general depression in business, low prices, etc., the results of the steel casting department had not been profitable, and therefore could not advance wages; that after being out three days the molders reconsidered their action, and all returned to work on the same terms and conditions as before the strike; that operations continued until September 19, when some 35 molders again went on a strike for substantially the same reason as before, viz.: a demand for a minimum rate of \$2.50 per day, which the company again refused; that all men did not cease work, some half dozen molders and helpers continued to operate the steel casting department in a limited way, and are still at work; that it was willing to pay first class men first class wages, but did not consider the strikers skillful and competent, and therefore declined to pay the rate demanded.

Two days were spent in learning the causes leading up to the strike and in efforts to promote a settlement. As is usual in nearly all such cases, each side had taken a stand, and neither was willing to make any concession. Both parties, however, promptly yielded to the desire of the Board for a conference. The men were acting under instructions of their organization, and at the request of the secretary, Vice-President Joseph F. Valentine of the Iron Molders' Union of North America, who was chiefly instrumental in settling the first strike, was invited to be present.

The conference was held on September 27 and 28, and was attended by the officers of the company, the molders' committee, Mr. Valentine and the secretary of the Board.

The various features of the strike and its causes were fully discussed. Mr. Valentine manifested an earnest desire for an immediate settlement. He submitted several propositions, some of which provided for liberal concessions on the part of the men. He also proposed to resume work with the old hands and arbitrate all matters of difference.

The company declined all offers and refused to consider any scale or rate of wages, or the reinstatement of the old hands on any conditions, or to submit the matters in dispute to arbitration, claiming the right to hire new men if it so desired, and on such terms as might be agreed upon. The secretary urged the company to give due consideration to the offers of Mr. Valentine, and endeavor to promote a settlement. He pointed out that there was but little, if any, substantial cause for continuance of the trouble, and that mere sentiment should not be permitted to stand in the way of adjustment. The officers of the company were determined to maintain their position, and declared they would abandon the steel casting business rather than recede from the stand they had taken, and in consequence, the meeting adjourned without a settlement.

Too much credit cannot be given Mr. Valentine for his conservative manner and earnest efforts to end the strike.

H. C. TACK COMPANY.

CLEVELAND.

On Friday afternoon, September 23, the Board was informed that a strike existed at the H. C. Tack Co. The Board being in session at Cleveland at the time stated, gave immediate attention to the matter, and learned that the girls employed in the packing department were on a strike for an advance in wages.

The company stated that the girls demanded an advance of one cent in the price of packing—they having previously received four cents per gross; that if wages were advanced in the packing department, similar demands would be made by the employees in all other departments of the business; that the condition of trade was such that it could not afford to increase wages, and therefore refused the demand.

The girls said that instead of making a demand, they petitioned the company in writing to grant them an advance of one cent per gross "if it could see its way clear to do so;" that a couple of days later, the manager in a very gruff and ungentlemanly manner informed them the company would not advance wages, and ordered all who were dissatisfied with their pay to leave the works; whereupon they ceased work.

Further investigation developed the fact that "less than 25 persons" were involved in the strike, and therefore it did not come within the jurisdiction of the Board. The trouble was of short duration, and did not cause the company any serious inconvenience. The next morning the manager engaged a number of new hands, and within a day or two had a full force of packers working at the old rate.

GENDRON WHEEL COMPANY.

TOLEDO.

On September 28, the secretary received information of a strike at the Gendron Wheel Company, of Toledo, employing about 800 hands, all of whom left the works on account of a reduction of wages.

Being otherwise officially engaged at that time, he could not give immediate attention to the matter. As soon, however, as his duties would permit, the secretary visited Toledo, and learned the strike commenced on the afternoon of September 27, and was caused by a reduction in the price on piece work in the grinding and strapping department amounting to 75 cents per day.

The trouble, however, was of short duration, having been settled on Saturday, October 1. The company agreeing to a reduction in labor equivalent to the proposed reduction in wages, reinstating all employees engaged in the strike, and to hire only union men in said department.

The works resumed operations on Monday, October 3, having been idle four days.

THE MCKINNON DASH COMPANY.

TROY.

On December 21, the public press reported a strike at the McKinnon Dash Works, located at Troy, and at the time stated employing about 75 hands, but usually employ twice that number. Correspondence confirmed the newspaper report, and the secretary visited Troy and learned that by reason of the methods resorted to by competitors, the McKinnon Dash Company found it necessary to readjust the wages paid the employees on piece work.

Seventeen of the employees refused to work under the revised scale, and left the factory, notwithstanding the superintendent endeavored to persuade them that if after working under the revised scale for a period of two weeks their wages were not satisfactory they would receive the former rate of pay for all work performed.

Some of those who quit work applied for their situations almost immediately afterwards, and others returned to work within a few days, so at the time the secretary visited Troy, the company was operating the works in all departments without inconvenience.

As already stated, only 17 persons left the employ of the company, and therefore the case did not come under the jurisdiction of the Board.

THE LAW

(With Brief Epitome)

AND

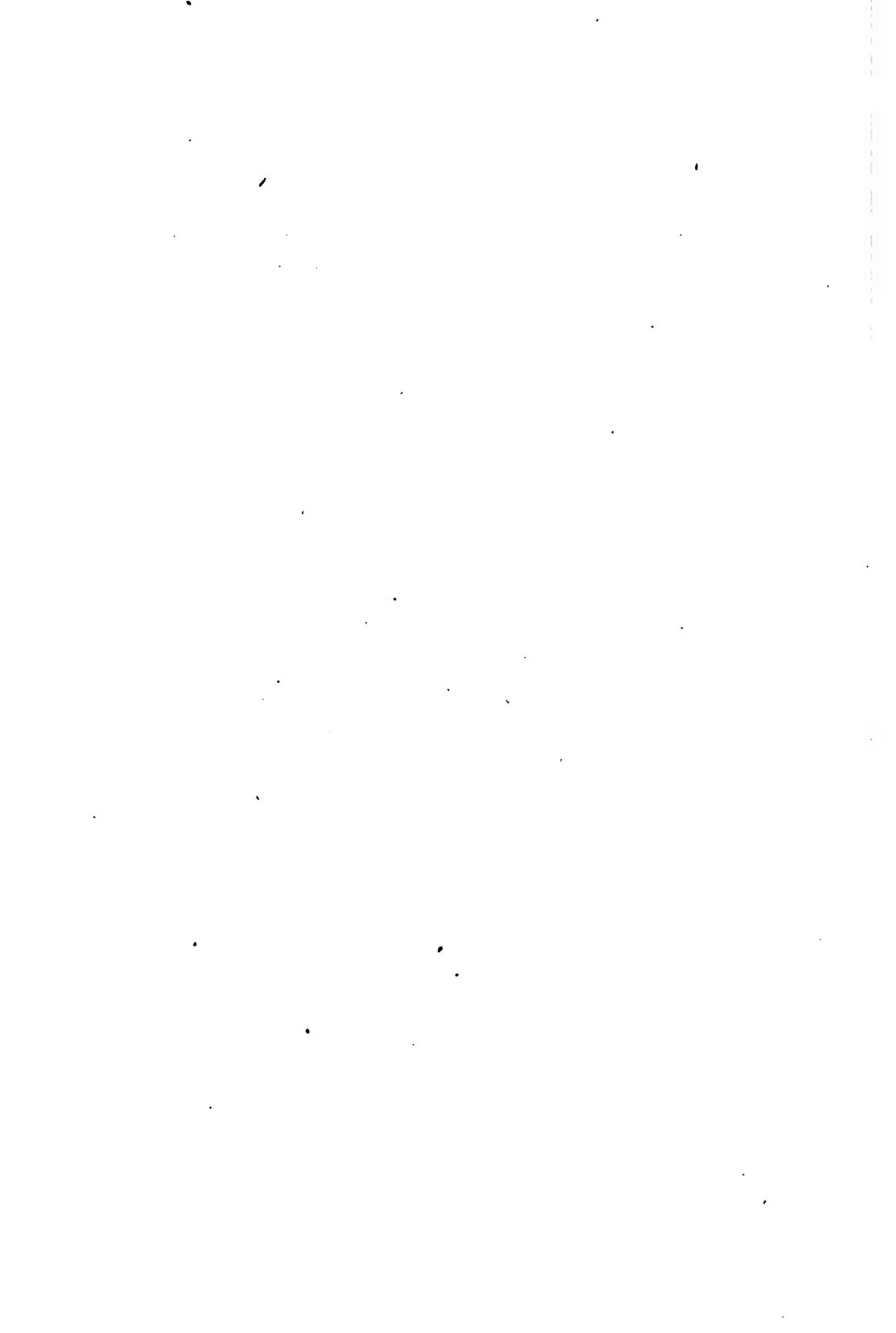
Rules of Procedure

OF THE

STATE BOARD

RELATING TO

Arbitration.



SUMMARY (NOT COMPLETE) OF THE ARBITRATION ACT.

1. OBJECT AND DUTIES OF THE BOARD.

The State Board of Arbitration and Conciliation is charged with the duty, upon due application or notification, of endeavoring to effect amicable and just settlements of controversies or differences, actual or threatened, between employers and employes in the State. This is to be done by pointing out and advising, after due inquiry and investigation, what in its judgment, if anything, ought to be done or submitted to by either or both parties to adjust their disputes; of investigating, where thought advisable, or required, the cause or causes of the controversy and ascertaining which party thereto is mainly responsible or blameworthy for the continuance of the same.

2. HOW ACTION OF THE BOARD MAY BE INVOKED.

Every such controversy or difference *not involving questions which may be the subject of a suit or action in any court of the State*, may be brought before the Board; *provided*, the employer involved employs not less than 25 persons in the same general line of business in the State.

The aid of the Board may be invoked in two ways:

1. The parties immediately concerned, that is, the employer or employes, or both conjointly, may file with the Board an application which must contain a concise statement of the grievances complained of, and a promise to continue on in business, or at work (as the case may be), in the same manner as at the time of the application, without any lockout or strike, until the decision of the Board, if it shall be made within 10 days of the date of filing said application.

A joint application may contain a stipulation making the decision of the Board to an extent agreed on by the parties, binding and enforceable as a rule of court.

An application must be signed by the employer or by a majority of the employes in the department of business affected (and in no case by less than 13), or by both such employer and a majority of employes jointly, or by the duly authorized agent of either or both parties.

2. A mayor or probate judge, when made to appear to him that a strike or lockout is seriously threatened, or has taken place in his vicinity, is required by the law to notify the Board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employes involved, so far as he can. When such fact is thus or otherwise duly made known to the Board it becomes its duty to open communication with the employer and employes involved, with a view of adjustment by meditation, conciliation or arbitration.

3. WHEN ACTION OF THE BOARD TO CEASE.

Should petitioners filing an application cease, at any stage of the proceedings, to keep the promise made in their application, the Board will proceed no further in the case without the written consent of the adverse party.

4. SECRETARY TO PUBLISH NOTICE OF HEARING.

On filing any such application the secretary of the Board will give public notice of the time and place of the hearing thereof. But at the request of both parties joining in the application, this public notice may, at the discretion of the Board, be omitted.

5. PRESENCE OF OPERATIVES AND OTHERS, ALSO BOOKS AND THEIR CUSTODIANS, ENFORCED AT THE PUBLIC EXPENSE.

Operatives in the department of business affected, and persons who keep the records of wages in such department and others, may be subpoenaed and examined under oath by the Board, which may compel the production of books and papers containing such records. All parties to any such controversy or difference are entitled to be heard. Proceedings before the Board are conducted at the public expense.

6. NO COMPULSION EXERCISED, WHEN INVESTIGATION AND PUBLICATION REQUIRED.

The Board exercises no compulsory authority to induce adherence to its recommendations, but when meditation fails to bring about an adjustment it is required to render and make public its decision in the case. And when neither a settlement nor an arbitration is had, because of the opposition thereto of one party, the Board is required, at the request of the other party, to make an investigation and publish its conclusions.

7. ACTION OF LOCAL BOARD—ADVICE OF STATE BOARD MAY BE INVOKED.

The parties to any such controversy or difference may submit the matter in dispute to a local board of arbitration and conciliation consisting of three persons mutually agreed upon, or chosen by each party selecting one, and the two thus chosen selecting a third. The jurisdiction of such local board as to the matter submitted to it is exclusive, but it is entitled to ask and receive the advice and assistance of the State Board.

8. CREATION OF BOARD PRESUPPOSES THAT MEN WILL BE FAIR AND JUST.

It may be permissible to add that the act of the General Assembly is based upon the reasonable hypothesis that men will be fair and just in their dealings and relations with each other when they fully understand what is fair and just in any given case. As occasion arises for the interposition of the Board, its principal duty will be to bring to the attention and appreciation of both employer and employees, as best it may, such facts and considerations as will aid them to comprehend what is reasonable, fair and just in respect of their differences.

THE ARBITRATION ACT.

AS AMENDED MAY 18, 1894, AND APRIL 24, 1896.

AN ACT

To provide for a state board of arbitration for the settlement of differences between employers and their employes and to repeal an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employes," passed February 10, 1885.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio,* That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employe or an employe selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the governor; and provided also, that appointments made when the senate is not in session may be confirmed at the next ensuing session.

SECTION 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner above provided. If, for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

SECTION 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman, and one of their number as secretary. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor.

SECTION 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state, exists between an employer (whether an individual, co-partnership or corporation) and his employes, if, at the time he employs not less than twenty-five persons in the same general line of business in this state, the board shall, upon application as hereinafter provided, and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers co-operating with respect to any such controversy or difference,

and the term employes includes aggregations of employes of several employers so co-operating. And where any strike or lockout extends to several counties, the expenses incurred under this act not payable out of the state treasury, shall be apportioned among and paid by such counties as said board may deem equitable and may direct.

SECTION 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

SECTION 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy; and shall be signed in the respective instances by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board.

SECTION 7. Said application shall contain a concise statement of the grievances complained of and a promise to continue on in business or at work in the same manner as at the time of the application, without any lockout or strike, until the decision of said board, if it shall be made within ten days of the date of filing said application; provided, a joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and such decision to such extent may be made and enforced as a rule of court in the court of common pleas of the county from which such joint application comes, as upon a statutory award.

SECTION 8. As soon as may be, after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

SECTION 9. The board shall have power to subpoena as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief, or otherwise, to have knowledge of the matters in controversy or dispute, and any who keeps the records of wages earned in such departments, and examine them under oath touching such matters, and to require the production of books or papers containing the record of wages earned or paid. Subpoenas may be signed and oaths administered by any member of the board. A subpoena or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasurer of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the board that such fees are correct and due. And

the board shall have the same power and authority to maintain and enforce order at its hearings and obedience to its writs of subpoena as by law conferred on the court of common pleas for like purposes.

SECTION 10. The parties to any controversy or difference, as described in section 4 of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employee or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

SECTION 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

SECTION 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitrators exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

SECTION 13. Whenever it is made to appear to a mayor or probate judge in this state that a strike or lockout is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employees involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in this state, involving an employer and his present or past employees, if at the time he is employing, or, up to the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in the state, it shall be the duty of the state board to put itself in communication, as soon as may be, with such employer and employees.

SECTION 14. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to affect an amicable settlement between them, or, if that seems impracticable, to endeavor to persuade them to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 9 of this act provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such investigation and publication shall, at the request of the other party, be had. And the expense of any publication under this act shall be certified and paid as provided therein for payment of fees.

SECTION 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said state board shall certify the amount due each witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasury of said county for the said amount.

SECTION 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employees.

SECTION 17. The members of said board of arbitration and conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall, quarterly, certify the amount due each member and on presentation of his certificate the auditor of state shall draw his warrant on the treasury of the state for the amount. When the state board meets at the capitol of the state, the adjutant general shall provide rooms suitable for such meeting.

SECTION 18. That an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employees," of the Revised Statutes of the state, passed February 10, 1885, is hereby repealed.

SECTION 19 This act shall take effect and be in force from and after its passage.

RULES OF PROCEDURE.

1. Applications for mediation contemplated by section 6 and other official communications to the Board must be addressed to it at Columbus. They shall be acknowledged and preserved by the secretary, who will keep a minute thereof, as well as a complete record of all the proceedings of the Board.

2. On the receipt of any document purporting to be such application, the secretary shall, when found or made to conform to the law, file the same. If not in conformity to law, he shall forthwith advise the petitioners of the defects with a view to their correction.

3. The secretary shall furnish forms of application on request.

4. On the filing of any such application the secretary shall, with the concurrence of at least one other member of the Board, determine the time and place for the hearing thereof, of which he shall immediately give public notice by causing four plainly written or printed notices to be posted up in the locality of the controversy, substantially in the following form, to-wit:

STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,
COLUMBUS, O.,.....189...

}

PUBLIC NOTICE.

The application for arbitration and conciliation between.....
employer, and..... employees, at
..... in County
will be heard at, on the
day of, 189..., at o'clock ... M.

THE STATE BOARD OF ARBITRATION.

By, Secretary.

5. The secretary, as far as practicable, shall ascertain in advance of the hearing what witnesses are to be examined thereat, and have their attendance so timed as not to detain any one unnecessarily, and make such other reasonable preparation as will, in his judgment, expedite such hearing.

6. Witnesses summoned will report to the secretary their hours of attendance, who will note the same in the proper record.

7. Whenever notice or knowledge of a strike or lockout, seriously threatened or existing, such as is contemplated by section 13, shall be communicated to the Board, the secretary, in absence of arrangements to the contrary, after first satisfying himself as to the correctness of the information so communicated by correspondence or otherwise, shall visit the locality of the reported trouble, ascertain whether there be still serious difficulty calling for the mediation of the Board, and if so, arrange for a conference between it and the employer and employees involved, if agreeable to them, and

notify the other members of the Board; meantime gathering such facts and information as may be useful to the Board in the discharge of its duties in the premises.

8. If such conference be not desired, or is not acceptable to either or both parties, the secretary shall so report, when such course will be pursued, as may, in the judgment of the Board, seem proper.

9. Unless otherwise specially directed, all orders, notices and certificates issued by the Board shall be signed by the secretary as follows:

THE STATE BOARD OF ARBITRATION.

By , Secretary.

The foregoing rules have been adopted and are herewith submitted for approval.

SELWYN N. OWEN, *Chairman,*

JOSEPH BISHOP, *Secretary,*

JOHN LITTLE,

State Board of Arbitration.

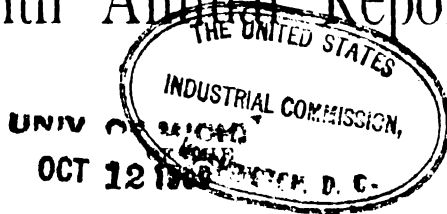
Approved: WM. MCKINLEY, JR., *Governor.*

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Seventh Annual Report



OHIO STATE

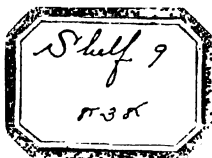
Board of Arbitration

TO THE

GOVERNOR OF THE STATE OF OHIO,

For the Year ending December 30,

1899.



COLUMBUS, OHIO:
THE WESTBOTE CO., STATE PRINTERS,
1900.

1909-1910 1911-1912 1913-1914 1915-1916 1917-1918 1919-1920

1921-1922 1923-1924 1925-1926 1927-1928 1929-1930 1931-1932

1933-1934

1935-1936 1937-1938 1939-1940 1941-1942 1943-1944 1945-1946

1947-1948

Seventh Annual Report

OF THE

OHIO STATE

Board of Arbitration

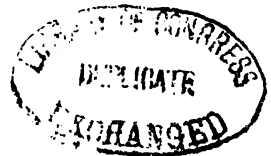
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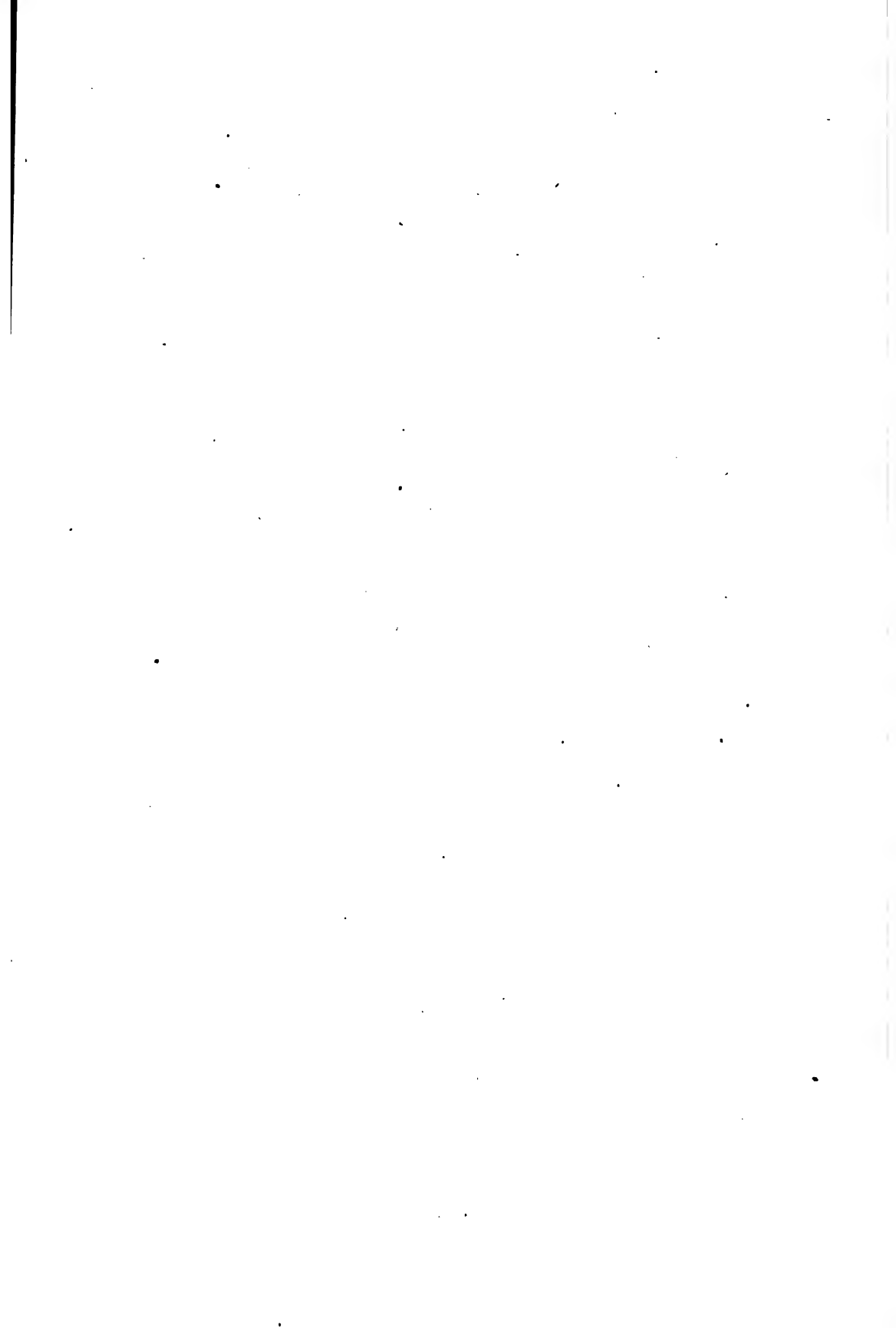
GOVERNOR OF THE STATE OF OHIO,

For the Year ending December 30,

1899.

COLUMBUS, OHIO:
THE WESTBOTE CO., STATE PRINTERS,
1900.





STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,
COLUMBUS, December 30, 1899.

Hon. Asa S. Bushnell, Governor of Ohio :

SIR: I have the honor to transmit herewith the seventh annual report of the
State Board of Arbitration.

Very respectfully,

JOS. BISHOP, *Secretary.*

Approved.

ASA S. BUSHNELL, *Governor.*

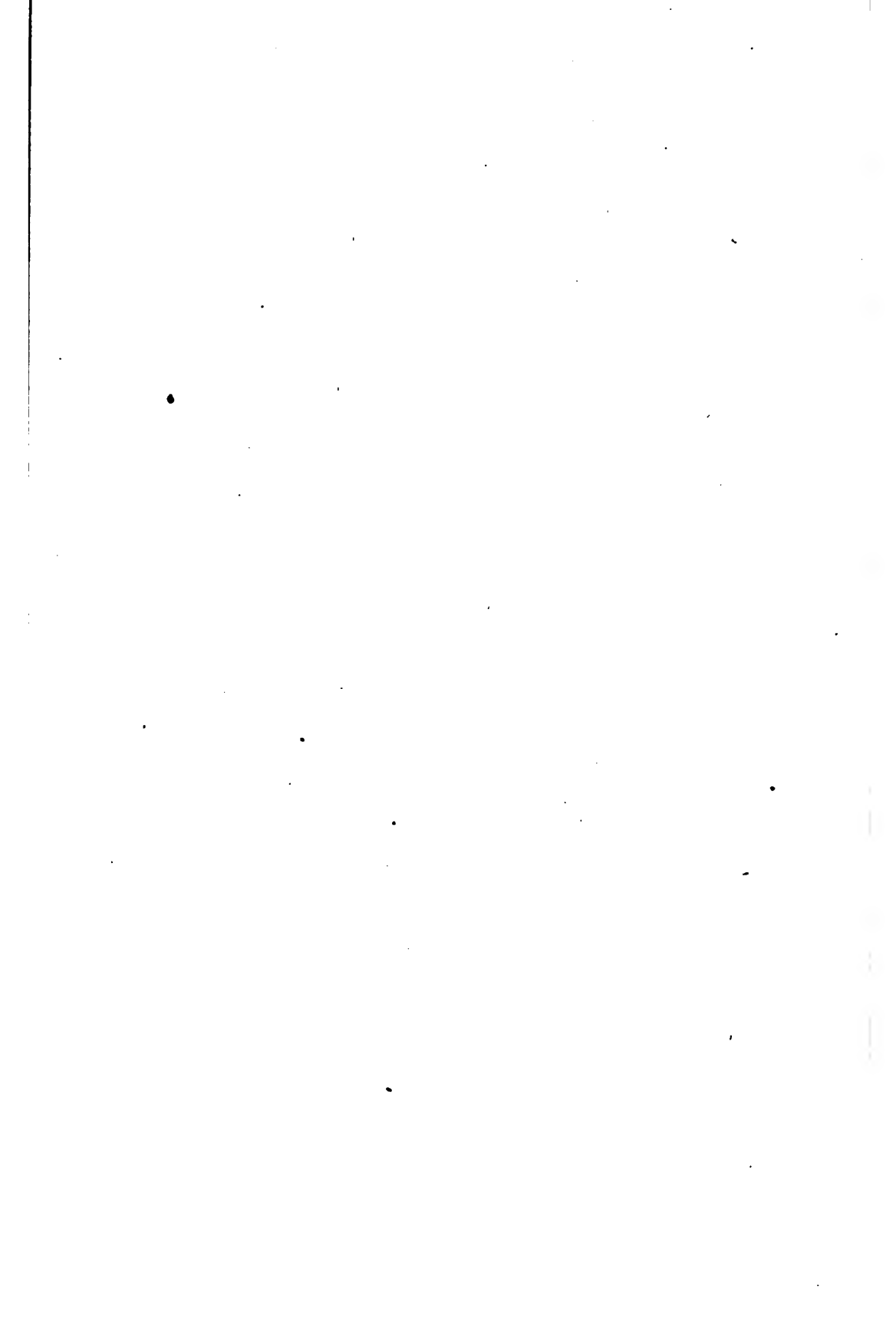
STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,
COLUMBUS, December 30, 1899.

To the State Board of Arbitration :

GENTLEMEN: I hand you herewith a report of the cases that have been brought to the attention of the Board under the arbitration law during the year 1899.

Very respectfully,

JOS. BISHOP, *Secretary.*



SECRETARY'S REPORT.

In submitting my report of the work of the Board for the year just closed, I desire to say that besides the cases herein reported, I was informed of numerous other minor controversies, all of which readily yielded to conciliatory influence, were easily adjusted and did not require a meeting of the full Board.

It almost invariably occurs that the Board receives information of strikes and lockouts through the public press in advance of any official notice. In order to ascertain the correctness of such published reports, we immediately communicate with the proper authorities. In such cases it frequently occurs that we do not receive the prompt reply the subject demands, and in other instances our inquiries are entirely ignored, notwithstanding the law provides that "Whenever it is made to appear to a mayor or probate judge in this State, that a strike or lockout is seriously threatened, or has actually occurred in his vicinity, he shall at once notify the State Board of the fact." It was evidently the intent of the statute, that ready and reliable information should be communicated to the Board to enable it, if possible, to prevent threatened strikes, and also adjust such as may have occurred. The failure of the mayor or the probate judge to give the required notice, not only places the Board at great disadvantage in its work, but tends to defeat the purpose of the arbitration law.

The opposition of certain employers to, and their refusal to acknowledge labor organizations, or negotiate with the authorized representatives of the workmen, continue to be a frequent cause of strikes and lockouts. In nearly all such cases the situation is aggravated, and the struggle prolonged by the determination of employers to deal with workmen and working women only as individuals, to maintain the stand they have taken and say to their employes, the Board and the public, "that there is nothing to arbitrate."

The laws of the State recognize labor unions. The State Board of Arbitration is required to acknowledge and deal with the officers or other representatives of such organizations in the adjustment of disputes. If employers were required to do likewise, strikes and lockouts would be less frequent—I therefore suggest that the law governing this Board be so amended as to require employers to recognize and negotiate with the duly authorized agents of their employes.

According to our last annual report, "the strikes involving the largest number of employes, and which have been most extensive in their influence, and caused the greatest loss in wages and in business, with which this Board has had to deal, have been caused, or at least protracted, as above indicated."

The recent observation and experience of the Board in such cases affords a striking illustration of the far-reaching and damaging consequences at follow such a course. It is safe to say, that the most disastrous strike, and which was attended by a reign of terror, rioting, destruction of property and bloodshed, unknown in the history of labor troubles in the State, resulted during the year just closed, and was aggravated and prolonged by the refusal of the employer to deal with the authorized representatives of labor unions.

Military duty during the strike of motormen and conductors on the lines of the Cleveland Electric Railway Company cost the State of Ohio about \$28,500.

REPORTS OF CASES.

NATIONAL MALLEABLE CASTING COMPANY.

TOLEDO.

On January 2, 150 coremakers employed by the National Malleable Casting Company, Toledo, went on strike because one of their number had been suspended without sufficient cause.

The men claimed that one of the oldest workmen, a faithful employe and skillful in his trade, arrived at the shop two minutes late and a foreman, without authority to do so, laid him off for the balance of the day to "punish" him for being late; that in dealing with them the said foreman had frequently overstepped his authority and exercised the powers of the superintendent, who alone could hire, suspend or discharge employes; that the assumption and exercise of undue authority by the foreman, interfered with the satisfactory operation of the shop, and in order to promote more friendly relations with the company, they demanded his removal. This demand was refused by the company and in consequence the men ceased work. After being out a few days the men returned to work, having agreed to give the foreman another trial. Nothing more was heard from either the company or the men, and it is presumed that future relations between them were mutually satisfactory.

EAST LIVERPOOL AND WELLSVILLE ELECTRIC RAILWAY COMPANY.

EAST LIVERPOOL.

On January 6, the following telegram was received by the secretary:

DETROIT, MICHIGAN, January 6, 1899.

Joseph Bishop, Secretary State Board of Arbitration:

The street car men of East Liverpool are on the verge of striking. The association stands ready to submit the matter to your Board. Please place yourself in communication with the company. I will not allow a strike until you reply.

W. D. MAHON,
President.

Immediately after the receipt of the above message, another telegram was received informing the Board that the company "have locked the men out." In response to our telegraphic inquiry, Mayor C. F. Bough, of East Liverpool, reported "thirty-two street railway employes on strike" and requested the service of the Board. At the time the above message was received, the chairman and the secretary of the Board were ill and unable to engage in active duty, and therefore, the matter was referred to Mr. Little, and President Mahon of the Street Railway Employes' Association and Mayor Bough

were notified accordingly. Mr. Little at once opened correspondence with the mayor and earnestly recommended him to bring the company and the men together in friendly intercourse and offering his services as mediator. The other members also joined in this recommendation and urged a prompt conference between the parties. Acting on the advice of Mr. Little, Mayor Bough and other city officials at once arranged for a meeting between the parties.

During the negotiations it developed that a motorman had been discharged for the reason "that he did not work in the interest of the company." The men claimed the reason given was not sufficiently specific; that it might mean dishonesty or connection with organized labor, or both, and they demanded a more definite reason, and also the curtailment of the authority of certain minor officials, who were arbitrary in dealing with the men, and therefore offensive to them. These demands being refused by the company the men, 32 in number, ceased work on January 6. No attempt was made by the company to operate the cars with new men, and after being tied up for a few days, it informed the strikers that the motorman was not discharged for dishonesty, or on account of his connection with a labor union, but because he did not at all times show proper respect to the patrons of the road. It further stated that it would dispense with the services of objectionable officials as soon as it could be done without too great humiliation. This statement was satisfactory to the men, and all hands (except the discharged motorman) returned to work.

In this connection I invite your special attention to the interest manifested by Mayor Bough, of East Liverpool, in his effort to adjust this difficulty. He was in daily mail and telegraphic communication with the members of the Board, during the six days of the strike, and was untiring in his efforts to promote a settlement. The peace and good order that prevailed, and the speedy settlement of the controversy, was largely due to his prompt action and persistent efforts, and I take pleasure in commending his course in this matter to municipal authorities generally.

I also desire to commend the street railway employees and the officers of their association for the conservative spirit shown by them in adjusting the strike. They aided Mayor Bough in all his efforts to maintain peace and order, and were at all times ready to adjust the trouble on fair and reasonable lines.

HUMPHREY MANUFACTURING COMPANY.

MANSFIELD

On January 9, the public press announced that on account of a readjustment of wages, the molders employed by the Humphrey Manufacturing Company, located at Mansfield, went out on strike. The secretary was ill at the time of this published report and was unable to visit the locality. From a reliable source, however, it was learned that on January 9, the molders, 75 in number, went on strike against a reduction of five per cent. The men were out 12 days, when the company withdrew the notice for a reduction and agreed to pay the former scale of wages, and the men returned to work.

ANDREW KIMBLE BENT WOOD WORKS.

ZANESVILLE.

The employees of Andrew Kimble's Bent Wood Works, Zanesville, went on strike on January 16, against a reduction of wages. The cut in wages was announced on Saturday, January 16, when 40 piece workers, who claimed their wages would have been reduced 27 per cent. ceased work. A number of day hands, who were not directly affected by the reduction, also struck in sympathy with the piece workers. At the time this strike was reported, the secretary was indisposed, and unable to visit Zanesville, and therefore, could not give personal attention to the matter. Within a few days, and before he had fully recovered, he was reliably informed that the controversy had been amicably settled.

SOUTH WEBSTER FIRE BRICK WORKS.

SOUTH WEBSTER.

On January 21, the public press announced that the South Webster Fire Brick Company had reduced the wages of its employees 10 per cent., and in consequence 150 men went on strike. For the purpose of ascertaining the correctness of this report, the secretary communicated by letter with the mayor of South Webster, who promptly informed him that the fire brick works had been closed for a day or two, owing to a misunderstanding as to the wages paid there and at Oak Hill, but the matter had been satisfactorily settled and all hands were again at work.

THE HEISEY GLASS COMPANY.

NEWARK.

On February 7, the Board received information through the public press, that 125 pressers and mold-makers, at the Heisey Glass Works at Newark were on a strike for the reinstatement of a discharged workman, who was unsatisfactory to the company. In order to ascertain the facts, with a view of adjustment, the secretary communicated with the mayor of Newark, who referred the letter to Local Union No. 80, of the American Flint Glass Workers' Association, to which the employees belonged, with a request to furnish the Board with the desired information.

On February 10, the corresponding secretary of the union, officially notified the Board that there was no strike or lockout at the Heisey Glass Works; a slight misunderstanding had previously existed, but a conclusion, mutually satisfactory, was easily and speedily reached and the relations between the company and its employees were of the most friendly nature.

IRONTON COAL MINES.

IRONTON.

On Monday, February 13, the secretary was indirectly informed that 100 miners employed at the coal works at, or near, Ironton were on a strike for an advance of 15 per-cent. per car of 33½ bushels. Having reason to doubt the correctness of the information, and in order to learn the exact situation, he communicated with the mayor of Ironton, and the probate judge of Lawrence county, both of whom promptly responded, informing the Board that no strike or lockout existed. There had been some misconception between some of the local coal operators and about 15 or 20 of their employes which was promptly and satisfactorily adjusted without loss of work or business.

STILLWATER COAL MINES.

TUSCARAWAS COUNTY.

On February 14, the newspapers reported a strike of 100 coal miners at Stillwater. The cause of the trouble was alleged to be the discharge, without good and sufficient reason, of a member of the mine committee representing the local organization of the United Mine Workers' of America. The miners took the matter up, and, after investigation, demanded his reinstatement, which was refused by the company, when all hands ceased work. The secretary made repeated efforts, by correspondence with town and county officials and by other means, to ascertain the facts in the case, but without success, until March 1, when the probate judge of Tuscarawas county informed him "that the newspaper reports were incorrect."

W. P. REND & COMPANY.

RENDVILLE.

On February 26, the Board was indirectly informed of a strike of coal miners employed by W. P. Rend & Company, at Rendville. In order to learn the facts in the case, the secretary opened correspondence with the town and county officials, requesting them to make proper inquiry into the matter and report to the Board. In reply to our inquiries, one of the officials reported that the mines were closed because the men refused a reduction of 21 cents below the scale price. Another official stated that there was no trouble in the vicinity as regard to miners. He also informed the Board that there had been some difficulty at Rendville, but that all differences had been satisfactorily adjusted. Further efforts were made to harmonize these conflicting reports, but without avail, and as no other information was received on the subject, no further action was taken in the matter.

STATE BOARD OF ARBITRATION.

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CINCINNATI BREWING COMPANY.

HAMILTON.

On Saturday evening, March 7, the following communication was received by the secretary :

COLUMBUS, OHIO, March 7, 1899.

Joseph Bishop, State Arbitrator :

DEAR SIR: Can you call at the Goodale Hotel this evening, at 8 o'clock, or to-morrow morning? About trouble with the Cincinnati Brewing Company, Hamilton, Ohio.

Yours truly,

GEO. DUN,

Representing Cincinnati Brewing Company.

In response to the above request, the secretary called on Mr. Dun, and, after an extended interview, learned that the Cincinnati Brewing Company was then, and for a long time, had been boycotted by labor unions, because of unfair treatment of employees. Mr. Dun assured the secretary that there was no trouble whatever between the company and its employees; that the brewery was being operated by union men and under union rules; that the company was losing business, and the union was doing it an injustice. It was the desire of the firm that the Board use its efforts and influence to remove the boycott in Columbus. The secretary did not regard this matter as coming under the arbitration law, and, therefore, not within the jurisdiction of the Board, for the reason given by Mr. Dun, "that there was no trouble whatever between the company and its employees," and so informed him, and referred him to the Columbus Trades and Labor Assembly, who had placed this company on the unfair list, and was the only organization having authority to remove the boycott.

THE EDWARD H. EVERETT COMPANY.

NEWARK.

On April 6, a strike was inaugurated at the works of the Edward H. Everett Company, Newark, manufacturers of bottles, demijohns, etc., and involving about 200 laying-up boys, carrying-in boys, snappers, sorters, packers and laboring hands. The secretary visited Newark April 7, and at once put himself in communication with the company and the committee representing the strikers. The cause of the strike, as given by the men, was that they were not getting what they believed to be sufficient remuneration for their services, and when a representative of the men and boys asked for an increase of 25 cents per day, he was promptly discharged. They further claimed that the laying-up boys had, on April 1, received an advance of 25 cents per day, and they demanded that the same increase be granted to other employees. This was refused by the company, and, in consequence, a large force of boys and men ceased work. On the other hand, the company claimed that at the beginning of this year, as in the past, a contract or agreement was made with the employees as to wages and con-

ditions of work. In the employment of boys the agreement is made with their parents or guardians. That agreement is still in force. The company intends to carry out its part of the arrangement, and only desired the employes to do the same; that the increase of 25 cents per day in wages of the laying-up boys was in accordance with an agreement made with them at the beginning of the year; that the firm had contracted for the entire output of its wares at prices based on the wages agreed upon at that time, and could not, therefore, advance wages until the beginning of the next season, when the matter would receive proper consideration. At the suggestion of the secretary, a conference was held between the company and the strike committee, which resulted in an immediate settlement and a resumption of work. The strike lasted three days, but did not seriously interfere with the operation of the works, for the reason that the men and boys involved in the movement were not skilled workmen.

THE LIMA LOCOMOTIVE AND MACHINE COMPANY.

LIMA.

On May 9 the mayor of Lima notified the Board that 25 molders were on a strike at the Lima Locomotive and Machine Works. The Board at once visited Lima and conferred with the company and the men. During the interview with the committee representing the men, it was learned that they had recently submitted the following written document to the company:

HALL OF IRON MOLDERS' UNION No. 159,
LIMA, OHIO, April 17, 1899.

To the Lima Locomotive and Machine Company, Mr. Harlan, General Manager:

DEAR SIR: The molders at their last meeting resolved to submit to the above firm, through you, its general manager, the following grievances, viz.:

First. The molders under the crane to receive not less than 25 cents per hour, and those on the side floor not less than 22½ cents per hour.

Second. We ask that the shop be run as a strict union shop, as we feel it will be better for the firm, and us also, as the union will feel responsible for the apprentices and everything will be more in harmony.

Third. We desire better treatment from the foreman, as we have been from one to two hours late ever since he took charge and don't get paid for it. We don't want to work so long even if we do get paid for it, although we are willing to help the firm out in case of emergency.

The committee will be pleased to meet with you for discussion.

Respectfully submitted,

J. DEVINE,	L. B. MARTIN,
H. E. SNOW,	T. J. DALY,
AUGUST KUNTZ,	ANDREW MILLER,
C. J. GARDNER,	MICHAEL BROWN.

would be advanced as soon as the plant was in good working order; that the quarries had been opened a sufficient time, and a proper depth and working basis had been reached, and the works were being operated successfully; that in view of these facts they were entitled to, and therefore demanded, an increase in pay. This was denied by the company, when the men, about 100 in number, ceased work.

Such was the situation when the secretary arrived on the ground. These facts were reported to the other members, and a meeting of the Board was held at Findlay, on June 6. After an interview with the parties, and learning from each side that it not only desired, but seemed willing to make some concession to adjust the controversy, the Board requested a joint conference, to which they readily assented.

The meeting was held at the office of the company, on the evening of June 6, and was attended by the president of the company, a committee of the men and the members of the Board. A friendly discussion of the situation was indulged in, and, at the conclusion, the company proposed to advance wages from \$1.25 to \$1.30 per day, which was accepted by the men. The quarries resumed operation Wednesday morning, June 7, the strike having continued five days, it being understood that all hands should return to their situations without prejudice, and that in the near future a piece-price or car-load rate would be arranged by mutual agreement.

This conference was of the most friendly character, and the Board takes pleasure in commending both the company and the men for the spirit of fairness manifested by them.

THE CLEVELAND ELECTRIC RAILWAY COMPANY.

CLEVELAND.

On Saturday, June 10, the public press reported a general strike of conductors and motormen employed on the various lines of the Cleveland Electric Railway Company.

Without waiting to ascertain the particulars of the movement and realizing that the strike, if prolonged, would seriously interfere with the manufacturing and general business of the city, and cause great public inconvenience, the Board immediately visited Cleveland and found the entire system of the "Big Consolidated" street railway tied up.

Upon inquiry, it was learned that the company operated street cars on the following lines, viz.: Euclid avenue (four divisions), Cedar avenue, Union street, Wade Park avenue, Central avenue, Broadway, Wilson avenue, Scovil and Clark, Fairfield street, Scranton avenue, Abbey street, Scovill and Brooklyn, Jennings avenue and Mayfield road; that the business of the company extended over about 65 miles of streets, 125 miles of track and required the service of nearly 400 cars to accommodate its patrons.

It was also learned that 868 motormen and conductors were directly involved in the strike, exclusive of linemen, repairers, barn men and others who were indirectly affected.

The strike was inaugurated on Saturday morning, June 10, but there had been general discontent among the employes for several months prior to that date.

The men stated that for several years previous to 1899 the company was reasonable and fair in its dealing with employes, that its rules and requirements were such as could be observed by motormen and conductors, without undue hardship; that when

employees felt aggrieved, they could present their complaints to the general superintendent, who would always give the subject fair and respectful consideration, and that in a general way the relations between the company and the men were mutually satisfactory; that beginning with the year 1899, the company elected a new board of directors who at once instituted certain so-called reforms, established new rules without regard to the comfort or the requirements of the employees and such as were wholly impracticable; that the schedules on the various lines were increased to such an extent as to violate the city ordinance and render it impossible to make the trip within the time limit; that men who failed to run the cars on the schedule adopted by the company were promptly discharged, and other employees desiring to retain their situations, and endeavoring to run their cars on the schedule, were arrested for violation of the city ordinance regulating the speed of street cars; that under the operation of the new schedule, accidents were of frequent occurrence, and men, women and children were being maimed and killed; that the protests and appeals of the motormen, conductors and the general public were unheeded, and the city authorities were at last compelled to warn the company against further violation of the law; that under the new order of things, men were suspended and discharged without sufficient cause and no consideration given to their reasonable complaints; that in order to redress just grievances and bring about more friendly relations with the company, they, in March, 1899, organized division No. 106 Amalgamated Association of Street Railway Employees of America; that since forming their organization, the company engaged a new general superintendent who established rules tyrannical and impracticable, discharged many of the oldest and best motormen and conductors, was unjustly severe in all his dealings with the men, and in various ways manifested a personal dislike toward them and open hostility in respect to their union; that he refused to recognize or deal with the committees or other representatives of the organization and endeavored to create discord among the men and disrupt and destroy their union.

The company declared the statement of the employees to be absolutely false and without foundation; that the present management did not establish impractical rules or require undue service from its employees; that it is now, as in the past as liberal in its requirements as the obligations of the company to the public would permit, and that when the employees felt justly aggrieved, they not only had the privilege of presenting their complaints, but were invited to do so, and when grievances were made known to the company, they always received respectful consideration; that the rules governing motormen and conductors were no more stringent than those of the former management, and were such as were in force on electric street railways throughout the country, and therefore were general in their character and adopted with a view of rendering the best service, comfort and safety to its passengers, and with due regard for the comfort and necessities of employees; that the time schedule on the several lines of the company were adopted after careful consideration and in response to the public demand and were not in violation of the city ordinance, and with proper care would operate to the advantage of all concerned; that the company was always ready to meet its employees and to receive, consider and fairly adjust any differences that may arise and in a general way desired to promote friendly relations with the men in its employ.

Such was, and had been the attitude of the parties toward each other for some time previous to the strike.

According to the best information the Board could gather the representatives of the men and the company held frequent friendly conferences during the early part of June

with a view of harmonizing their differences. During the progress of their meetings the Executive Board representing the organization of the employes, presented the following document to the company for its signature :

PROPOSED AGREEMENT.

Memorandum of agreement, made this ——— day of June, in the year of our Lord, one thousand eight hundred and ninety-nine, between the Cleveland Electric Railway Company, of Cleveland, Ohio, the party of the first part, and the Amalgamated Association of Street Railway Employees of America, Division No. 106, of Cleveland, Ohio, the party of the second part, witnesseth :

That in order to promote and maintain such relations between the parties to this agreement in the operation of the system of railway, under the control of the party of the first part, as will result in the just recognition of the mutual rights, or privileges and duties of the parties hereto toward each other, and of the obligations owed by both to the public at large, we do covenant and agree as follows :

GENERAL PROVISIONS.

Section 1. That the party of the first part, through its duly authorized and accredited officers and agents, will treat and continue to treat with its employes in all the matters hereinafter specified through the said Amalgamated Association of Street Railway Employees of America, Division No. 106, of Cleveland, Ohio, and its duly authorized and accredited officers and agents.

Section 2. That in all matters that shall arise for consideration between the parties hereto by reason of the making of this agreement, the same shall be done and transacted to, with and between the duly authorized and accredited officers and agents of the respective parties hereto, and not otherwise.

Section 3. That in all cases where an employe or employes are laid off or discharged, or to be laid off or discharged, the division superintendent of the party of the first part, shall make a full report of the facts of the case to the general superintendent of the party of the first part, not later than forty-eight (48) hours after the receipt of the information upon which such action is, or is to be based, and a report stating the same findings shall be lodged with the duly authorized and accredited officer or officers of the party of the second part. After the consideration of the facts upon which said report is based, the party of the first part shall notify the said officers and agents of the party of the second part of the final result of their determination and of the action of them to be taken in the premises in consequence thereof, within forty-eight (48) hours thereafter. The officers and agents of the party of the second part, so accredited as aforesaid, shall after the receipt of the notice of the final action, determined upon in the premises aforesaid, notify the party of the first part through its agents and officers so accredited, of their acquiescence or otherwise in the proposed action by the party of the first part, within the next succeeding forty-eight (48) hours; and it is agreed that the failure on the part of either party hereto so to notify or answer as aforesaid, shall constitute a forfeiture of the right of said party to demand arbitration, under Section 7 of these articles of agreement.

Section 4. That in order to eliminate friction and prevent misunderstanding, and for the smoother working of the service, it is agreed that all time tables which may be

changed, or which may be instituted, shall first be submitted to the association, and shall be posted up in the sub-offices of the party of the first part for twenty-four (24) hours before going into effect.

Section 5. That any employe of the party of the first part, who is a member of the said association, the party of the second part, who, by act or word shall interfere with or disturb the course of negotiation between the duly accredited officers of the respective parties hereto, while in the consideration of any subject whatsoever, or who shall interfere with or disturb the service of the party of the first part in the operation of its said railway, in any manner contrary to the spirit and covenants of this agreement, shall, upon proof satisfactory to the respective parties hereto, be dismissed from the service.

Section 6. That the business agent of said association, the party of the second part, shall be provided with a pass book over the lines of the party of the first part, and that all members of said association, while they are in the employ of the party of the first part, shall be permitted to ride free, while not on duty, over the company's lines without wearing their badges on their hats.

Section 7. The duly accredited officers and agents of the said association, the party of the second part, shall have full power and authority to adjust any differences which may arise in the consideration of the matters and affairs between the parties hereto, with the duly accredited officers and agents of the party of the first part, and in case of failure of the said representatives of the parties hereto to agree upon an adjustment of such differences, then the party of the second part shall have power and is authorized to order the said case to arbitration at once before a Board of Arbitrators, which shall consist of three (3) disinterested persons; the finding of the majority of which board, after an impartial hearing has been had, due notice of which has been given to the respective parties for a period of two (2) days, shall be binding upon the respective parties hereto.

In the selection of said Board of Arbitrators, the respective parties hereto, shall each choose one (1) member, and the two members thus chosen shall choose the third, and the three (3) members thus chosen shall constitute the Board of Arbitrators. In case a vacancy or vacancies shall occur in the said Board of Arbitrators, such vacancy or vacancies shall be filled by the exercise of the privileges of choice of new members in such manner as to insure to the respective parties hereto the full benefit of the right of choice and right of representation on said Board of Arbitrators, which is herein given to them in the original selection of a Board of Arbitrators. When a case for arbitration arises under these articles, the respective parties hereto shall each name its member of said board within three (3) days after the arbitration is ordered or submitted, and in case of failure of either party to so name its member for said board, or in case of the failure of the two members so selected to agree upon a third member within three (3) days after their selection, a new board shall be chosen in the same manner as herein stated.

Section 8. Any member of this association, who being an employe of the party of the first part, who shall have been laid off, and after investigation shall be found not to have been in fault, shall be paid in full for his time lost by reason thereof.

Section 9. In case the party of the second part shall suspend any member, who is an employe of the party of the first part, for a violation of any of its rules, ordinances or regulations, the party of the second part shall request his suspension from service by the railway company in writing, signed by the officers or agents accredited as aforesaid by the association; on receipt of which request, the said railway company, the party

of the first part, shall suspend the employe thus indicated, without pay, until such time as the association requests his reinstatement.

Section 10. That any member of said association, the party of the second part, who, by reason of his election to office in said association, the duties of which shall require his absence from his duties owing to the railway company, the party of the first part shall, upon his retirement from said office, reinstate him in the employ of the party of the first part without prejudice to his rights as an employe on account of his absence, and he shall be entitled in all respects to the same consideration and to the same place as if he had not been absent from his duties; and any conductor or motorman placed in another position by the party of the first part, shall be reinstated in his former position if the company shall so elect.

CONDUCTORS AND MOTORMEN.

Section 11. That all conductors or motormen who are employed, or who shall be employed by the party of the first part, shall be members, or permitted to become members of said association, the party of the second part, and must be turned in for initiation within sixty (60) days from and after the time their employment commences. And it is agreed that in case men are put on to practice, or to learn the duties of the employes of said company, they shall first take out a permit card from the association, the party of the second part, and shall pay therefor a compensation fee of one dollar (\$1).

Section 12. Transfers are to be issued when the passenger pays his fare.

Section 13. That beginning with run No. 1, each run shall follow in its consecutive order according to the numbers of the runs, and dinner relief shall be given of not less than one (1) hour, and not to exceed one and one-half (1½) hours. That wherever it is possible, without crippling the service, the run shall be completed in as small a number of hours as possible, and in less than twelve (12) hours, and that all runs shall be divided as nearly equal as possible. And it is agreed that the numerical order of the runs shall be determined by the relative time of service of the men in the company's employ—the oldest man to have No. 1, and so on.

Section 14. All conductors or motormen who have been in the service of the company twelve (12) months or over, shall receive twenty (20) cents per hour, and those who have been in the service under twelve (12) months, shall receive eighteen (18) cents per hour, except that for one hour or less of service in any one day, the said employe shall receive therefor thirty (30) cents, and for three hours or less service in any one day, the said employe shall receive pay at the rate of thirty (30) cents per hour, and for more than three (3) hours and not exceeding four and one-half (4½) hours in any one day, the said employes shall receive ninety-five (95) cents, making no distinction between old and new men; and where a regular man, having a run of nine hours or over, shall be called upon to do the work of an "extra man," he shall draw the same rate of pay as an extra man would draw. All overtime shall be charged and be paid for at the same rate as the balance of the run.

Section 15. That all conductors and motormen shall have their respective places on their respective lines on the board, in accordance with the time they were hired, and that the board shall be "marked up" at the time the first day run gets off; it being understood that this provision is to have effect on all men that are hired in the future, but that the present boards shall remain as they are.

Section 16. That the motormen be permitted to use their stools, except in the down town districts.

Section 17. That no employe of said railway company shall be held personally responsible or compelled to indemnify or reimburse the said railway company for any damage inflicted, or obligations incurred, while in the operation of his car, according to his instructions from his superior or in pursuance of the rules and regulations of the said company.

Section 18. The first run of less than nine hours shall be considered as "first extra," and where a man misses his run he shall loose that day only, and where he misses his run in the middle of the day, he shall loose the balance of that day and the day following; where he does not show up for two (2) hours after his run goes out, he shall be laid off for seven (7) days, and where he misses twice in thirty (30) days, he shall be laid off for seven (7) days only. A regular run, it is agreed, shall be one of nine (9) hours or over. An extra run is a run on the time table of less than nine (9) hours and over three (3) consecutive hours. Any run under three (3) hours on the time table shall be run by a sub-extra. A sub-extra is a man who has no regular run assigned to him.

Section 19. When a regular man asks off before the board is "marked up," the first extra man shall have the privilege of his run; other extra men shall move up in rotation. On occasion, when it is possible for a man to get off before his run leaves in the morning, it shall not necessitate his being absent except for that day.

Section 20. Mistakes in conductors' reports shall be reported to the office of their division within three (3) days, and accompany the same by the trip sheet of the dates upon which the mistakes were made. That upon the delivery of a conductor's report at the division office, the conductor shall be given a receipt showing that such report has been deposited in the safe.

Section 21. This agreement and the provisions herein shall continue in force and be binding upon the respective parties hereto until such time as it may be changed by the mutual consent of both parties hereto, executed in writing by their duly constituted and accredited representatives, and the same shall be executed in duplicate, and each party shall be entitled to one copy thereof, and its provisions shall in all respects govern in respect to all matters herein contained.

Given under our respective hands and seals at the City of Cleveland, Ohio, this — day of June, in the year of our Lord one thousand eight hundred and ninety-nine.

By... ..

By... ..

On June 7, the Board of Directors of the company met, and after consideration, declined to enter into the agreement proposed by the men, and made known its conclusions in the following communication:

Mr. C. O. Pratt, Business Agent of the Amalgamated Association of Street Railway Employes of America, Division 106, Cleveland, Ohio:

DEAR SIR: Returning herewith proposed form of agreement submitted by you and the other members of the Executive Board, we beg to say that the Board of Directors of this company have carefully considered the proposed contract, and must respectfully decline to sign the same.

This company has never undertaken to dictate to its employes whether or not they should belong to any labor union or other organization, but has left the men at entire liberty to follow their own preferences as to their associations. Beyond requiring of its employes the faithful performance of their duties as such, it does not, and cannot, undertake to control their action in any other respect, and it cannot now undertake to make a contract, which will obligate it to require its employes to become members of your association.

No man has ever been discharged from this company because he belonged to a labor organization, and none will be, nor will any be discharged or refused employment, because he choose not to join one. In the employment of men, this company will simply inquire as to their character and fitness for the work in hand, and will not inquire into their religious, social or other affiliations, for it is the right of every American citizen to decide these matters for himself.

As a common carrier, however, this company is charged with the duty of meeting the demands of the public for transportation, and the carrying of its passengers in comfort and safety to themselves and others in so far as it is able to do so. It cannot perform these duties without the hearty co-operation, loyalty and good will of its employes. It has already indicated, in a circular letter issued to its employes, a copy of which is annexed hereto, its desire to meet and discuss with them, and redress all reasonable complaints. Beyond this it cannot go. It cannot turn over to any organization any part of the obligations imposed upon it by law. It is responsible for the efficiency of its schedules and the acts of its employes; it must, therefore, have the making of the former and the employment and discharge of the latter.

While the company is glad to have its employes enjoy the legitimate benefits of labor organizations, and is ready to redress any reasonable complaints they may have against it, the proposed contract touches vital points of management to which the company cannot lawfully accede, and it must therefore, respectfully, but firmly, decline the same.

Respectfully submitted,

By Order of the Board of Directors.

The following is the circular letter issued by the company to its employes and referred to in the foregoing correspondence with Mr. Pratt:

To the Employes of the Cleveland Electric Railway Company :

The company having learned that for the first time in many years, dissatisfaction exists among its employes, which it believes is very largely due to mutual misunderstandings, desires to make a plain statement of its position, so that entire harmony may be secured.

It may be true that in the management of so large a system of roads, involving so many details, conditions at times exist, which ought, for mutual benefit to be modified, and the company stands ready to make every concession for the comfort and benefit of its employes, which can reasonably be asked, or which can be granted consistently with the proper performance of its public duties.

This company is a common carrier, and has the entire burden of responsibility for the safe and proper carriage of its passengers. It cannot free itself from this burden, nor can it lawfully leave to others, who have not this responsibility, any direction or control in matters affecting the efficiency of its service.

It will readily be conceded that the company must make and rigidly enforce all rules which are necessary for the safety and comfort of its passengers. The company, however, needs and desires the hearty co-operation of its employes in the enforcement of rules, and stands ready to make modifications in its present rules, if any of them are unjust to its employes. Its attention has, however, only been called to three or four specific objections, such as the pay of men working short hours, lay over time at ends of routes, speed of schedules and swing runs.

The schedules at present in force were adopted by the company after careful consideration, with a view to the most efficient transportation of passengers upon its cars. The forms of the schedules have not been changed, nor are there additional swing runs therein. The company has so far been unable to find any way in which to handle the increased traffic of morning and evening except by means of swing runs. It, however, desires to use no more runs of this character than are absolutely necessary, and it is possible that a readjustment of the time table may do away with some objectionable runs and modify the speed of others, as well as provide suitable lay-over time. In so far as this can be done, the company will make the necessary changes, if any feasible plan can be found which will obviate these difficulties.

With reference to wages of men working short hours, the distribution of extra runs and the pay therefor, the company will be glad at any time to receive any committee of its own employes for the purpose of considering these questions, as well as the other complaints which have led to the present situation, so that, so far as such complaints are reasonable, they may be corrected. If the company and its employes are unable to agree as to the reasonableness of such complaints and the proper redress thereof, the company stands ready to submit the same to disinterested arbitrators, to be chosen in the usual way.

By order of the Board of Directors.

THE CLEVELAND ELECTRIC RAILWAY COMPANY,

H. A. EVERETT, *President.*

R. H. HARMON, *Secretary.*

Cleveland, Ohio, June 8, 1899.

In order to more fully explain why the company would not accede to the demands of the men and enter into the proposed agreement, the following statement issued by President Everett is also given:

"This company is requested by your organization to sign a contract, not with its own employes, but with yourself, and that contract provides among other things in substance:

"Section 3. That whenever an employe is discharged or laid off, a full report of the facts of the case must be filed with officers of your organization, and that at the request, not of the employe himself, but of your officials, the finality of his discharge shall be held in abeyance until an arbitration can be had thereon.

"Section 4. That all time schedules which may be adopted or changed by this company must first be submitted to the Amalgamated Association.

"Section 5. That in order to dismiss any employe for interfering with or disturbing the service of the company, the proof must be satisfactory to your organization as well as the company.

"Section 9. That at the written request of your organization any employe of the company must be suspended, without pay, until such time as your organization requests

his reinstatement, even though he has faithfully, fully and satisfactorily performed the duties of his position as an employee of this company.

"Section 11. That all conductors or motormen now or hereafter employed by this company, must be 'turned in' for initiation in your organization within 60 days from the time of their employment; and further, that this company cannot employ any new men and teach them the duties of the position for which it requires them, unless they first get a 'permit' from your organization and pay a fee of \$1 therefor.

"The mere statement of these demands indicates the impropriety of acceding thereto. Beyond subjecting its employees to the tyranny of such an agreement, it could not, while remaining responsible therefor, freely perform its public duties. It can not employ or discharge employees at the request of an independent organization; it can not be hampered in its selection of efficient men by requiring them to first procure the permission of such organization; it can not have the efficiency of its service impaired by the submission to such an organization on the grounds of discharge of its employees; nor can it permit its schedules, which it is obliged to adjust to the accommodation of the traveling public, to be regulated thereby."

Up to the time the Executive Board of Division No. 106 Amalgamated Association of Street Railway Employees of America, submitted the proposed agreement to the company, the men were dealing with it through the official representatives of their union, and the refusal of the company to enter into the agreement together with the circular letter issued by it to the individual employees, was regarded by the men as ending all negotiations with and ignoring their organization and their officers, and in consequence no further efforts were made by either party to harmonize their differences, except that the company proposed to receive a committee of employees, which was not acceptable to the men who demanded the recognition of the union and its committee or other representatives.

A meeting of the union was held on Friday night, June 9, for the purpose of taking final action in the matter, when the Executive Board submitted a report of its efforts to reach a settlement with the company, together with the letters received from the company by the business agent and the individual members of the association. The meeting was attended by nearly 800 men and continued until 4 o'clock, A. M. Saturday, June 10, when, by a unanimous vote a strike was declared on all lines of street cars operated by the Cleveland Electric Railway Company, including the operation of suburban cars on any of its lines within the city limits. The strike went into effect with the day men and resulted in a complete tie-up of the entire system.

The Board arrived at Cleveland, on Sunday evening, June 11, and immediately put itself in communication with the officers of the company, and the Executive Board representing the striking railway employees. Each side promptly responded to the request of the Board for a meeting and separate conferences were held with the parties.

It was learned from the men that although they had presented to the company a form of agreement for its signature and which they still desired, they would not now demand it, provided, the company would acknowledge the Executive Board of the union and permit all employees to return to their positions. They deplored the strike, but declared it was their only alternative. If the company would accede to the above provision, they would at once resume work and agree to arbitrate all other grievances.

While the company regretted the situation and deplored that it could not (through lack of protection) operate its cars and meet the wants of patrons, it declared that it

was in no manner responsible for the strike; that the trouble was largely due to the agitation of parties not in the employ of the company who had magnified the supposed grievances of the employees; that the agreement submitted to the company for its signature was the result of outside interference and was unreasonable in its provisions and the obligations of the company to the city and the general public would not permit of its acceptance; that the employees of the company were not engaged in a body or as an organization, but as individuals, and the company could only deal with them as such that it had never attempted to influence its employees as to whether or not they should belong to a labor union and no man had ever been discharged because of membership in such organization; that while its employees had the right to organize as they may desire, it cannot and will not enter into any contract with such organization; that the company is anxious for a prompt settlement of the strike, and to this end it is not only ready but invites a meeting of its employees to discuss and redress any reasonable complaints. Beyond this, it would not accede.

The Board explained to the Executive Committee of the union and to the company the seriousness of the situation, the inconvenience to the traveling public, the great loss in business, the danger to the public peace, and the disastrous consequences that sometimes attend such movements, and in a general way endeavoring to prevail upon them to meet together in a friendly spirit and settle their differences.

The men reiterated their former statement. They were contending for the right of organization and representation and would only meet the company through their official representatives. If this was agreed to and all employees reinstated, they would arbitrate all other matters of difference.

The officers of the company did not at first favor this proposition, but out of deference to the Board and its earnest solicitation that they meet the committee authorized to treat with them and as the plan suggested seemed to offer a fair and reasonable method of adjustment, some of them were almost persuaded to agree to it, and it is believed by the members of the Board that such meeting would have taken place and a basis of settlement agreed upon, except for the inconsiderate expressions and action of other representatives of the company.

While the Board was thus making every effort to conciliate matters, the parties were each endeavoring to strengthen their position and continue the struggle. The company had established agencies in other cities for the employment of men and resorted to the methods usually employed under such circumstance to supply the places of the strikers and operate their cars. New hands were hired and imported from other places, who, upon their arrival at Cleveland, were housed and fed at the car barns. On learning the exact situation, some of the new men left of their own accord, while others were persuaded by the strikers or their sympathizers to quit the service of the company and return to their homes.

In the meantime the Board was in almost constant communication with the officers of the company and the Executive Committee of the union, and was unceasing in its efforts to reconcile their differences, or failing in that, to endeavor to persuade them to agree to arbitration.

On Monday morning, June 12, the Board again met with the representatives of each side when Mr. Little submitted to them written suggestions which it was believed would, if acted upon, lead to a settlement or an arbitration, of which the following is a copy:

STATE OF OHIO,
OFFICE STATE BOARD OF ARBITRATION,

CLEVELAND, O., June 12, 1899.

MY DEAR SIR: I hand you informally, for consideration, the enclosed suggestion as indicating a possible solution of present troubles.

JOHN LITTLE,

HON. V. P. KLINE, City.

P. S. It calls for no formal answer.

SUGGESTIVE.

The following agreement is tentative, and any adjustment or award reached under it, may be terminated by either party in whole or part, on giving the other———days' notice in writing of such termination. And during the continuance of any such adjustment or award, the contention of either party not embodied therein shall be considered in abeyance and not concluded.

AGREEMENT.

The company recognizes the union, but without disturbance of rights or obligations the conservation or observance of which it is a duty of the directors under their trust to uphold and carry out, and the men recognize such rights and obligations.

The status quo existing previous to the strike is to be restored without prejudice to any, and the men are to resume work at once.

All matters of difference duly formulated in writing, but not including any questions of recognition covered by item one, shall be settled in one of the modes following to-wit:

Each party shall select three persons to whom such matters shall be submitted with full power of adjustment; and any five of them may conclude an adjustment.

But if any adjustment be not reached within —— days then the parties shall, within —— days thereafter, select a local board of arbitration, according to Section 10 of the arbitration law if able to do so, to which such matters shall be submitted.

But if a local board shall for any reason not be chosen within the time limited, then such matters shall be submitted to the State Board of Arbitration, all the members participating, for adjustment and settlement. And any award reached shall be binding to the extent stipulated in the articles of submission and may be enforced as contemplated by Section 7 of said law, for and during the period of —— from its date.

A copy of the foregoing letter and suggested agreement given to Mr. Kline, the attorney for the company was also placed in the hands of Mr. W. D. Mahon, International President of the Amalgamated Association of Street Car Employees of America.

While neither Mr. Mahon nor the Executive Committee of the union made any reply to the written suggestions of the Board, submitted on the morning of June 12, the company sent the following self-explanatory communication:

THE CLEVELAND ELECTRIC RAILWAY COMPANY,

CLEVELAND, OHIO, June 12, 1899.

Honorable State Board of Arbitration:

DEAR SIRS: At a meeting of the board of directors just held, the following resolution, offered by Mr. Stanley and seconded by Mr. Andrews, was unanimously adopted, viz:

Resolved, that the differences between the Cleveland Electric Railway Company and its former employes have substantially narrowed down to the proposition, upon which the company must stand, that it must hire and discharge men without the dictation of anybody. As already stated it does not attempt, nor will it attempt, to dictate to its employes whether they shall belong to a union or not. It will not require them to join, nor will it discharge them for joining or refusing to join, at their pleasure. The company must reserve to itself the right to treat directly with its own men, to hire new ones as the needs of its service require, and to discharge inefficient men without accounting to anybody except to its directors.

Entertaining these views it must respectfully decline to submit these questions to arbitration.

Very respectfully,

R. A. HARMAN, *Secretary*.

The following letter was also handed to the Board on the afternoon of the date named:

THE CLEVELAND ELECTRIC RAILWAY COMPANY,

CLEVELAND, OHIO, June 12, 1899.

To the Honorable State Board of Arbitration:

DEAR SIRS: The Board of Directors of the Cleveland Electric Railway Company is in receipt of your communication of to-day, setting forth suggestions upon which arbitration between the company and its former employes can be had.

The Company begs leave to refer you to copies of correspondence now in your possession, dated June 8, 9 and 12, 1899, which clearly define the position of the company as to arbitration.

Very respectfully,

R. A. HARMAN, *Secretary*.

Being unable to persuade the parties to arbitrate their grievances the Board renewed its efforts to bring them together, not for investigation or arbitration, but for a friendly talk, with a view of settlement. From the beginning of the troubles, the Executive Committee of the union had desired to meet the company, but it steadfastly refused to meet the union officials and declined to negotiate a settlement except with its employes.

Finally at the earnest and oft-repeated requests of the Board, the officials of the company consented to meet the representatives of the men on Monday, June 12. The Executive Board of the union reported at the appointed time and place but the officers of the Company did not respond. After waiting considerable time the Secretary and one of the directors of the company called at the rooms of the Board and not finding the other officials present immediately retired without conferring with either the men or the Board.

In the meantime the situation had become alarming. The company had imported non-union men and was endeavoring to operate the cars. The conductors and motormen had the sympathy of the labor organizations and the working people of the city generally, and the appearance of imported non-union men on the cars to supplant the old hands aroused a storm of indignation among the strikers and their friends.

While there were less than 900 men directly involved in the strike, it was a matter of constant occurrence, that during the hours when the company attempted to move the cars the streets at different points along the line would be filled with thousands of the friends and sympathizers of the strikers, who greeted the non-union men with hisses and derision. In several instances the new men were persuaded to leave the cars while in other cases they were forced to do so.

The crowd increased in numbers and became more boisterous. The police authorities were unable to disperse the people or to preserve the peace. Trolley ropes were cut, car tracks blockaded and torn up, and men and women indulged in throwing eggs, stones and other missiles, at the cars and the men operating them, resulting in serious injury to both property and persons.

During this period of lawlessness and violence, the members of the Board were unceasing in their efforts to promote peace and order, and were in constant communication with the men and the company, employing all the means at their command to bring the parties together to settle their differences. Notwithstanding the great public excitement and tumult and the almost absolute certainty that a friendly meeting between the parties would end the trouble, neither side would recede from the position it had taken. The company still refused to recognize or deal with the union, and the men would not confer with it except in their organized capacity.

About this time the officers of the Street Car Men's Union issued the following:

APPEAL TO THE CITIZENS OF CLEVELAND.

We, the undersigned employes of the Cleveland Electric Railway Company, earnestly request every citizen to co-operate with us in our time of need, to help us settle our differences between said company and its employes, as they are shipping in men from other cities by the car-loads to take our places by misrepresentation, telling these men, through agencies in other cities, there is no trouble here, and as we are not asking anything but citizens' rights in our public streets, we want slower time so as not to endanger the lives of the people of our community.

We have tried every means in our power to live up to said company's rules and protect our families and citizens, and found it impossible to do so under existing rules and schedules, so we earnestly urge you to assist us in our trouble.

We have met with a flat refusal to treat with us in any manner, except as individuals. Now, as from past experience, we have found that their verbal agreements have never been lived up to; we have determined among ourselves to accept nothing but a recognition of our association, believing that in union there is strength. This is not a matter of wages, but one of principle, and that principle is the right to demand humane treatment from the Cleveland Electric Railway Company.

We request all citizens and taxpayers to be present at the meeting of our city council to-night, to urge upon that honorable body the immediate settlement of the existing differences.

(Signed)

HARRY A. BRYAN, *President.*
R. S. THOMPSON, *Secretary.*

The company gradually increased the number of imported men and continued to operate a limited number of cars between the hours of about 8 A. M. and 6 P. M., under the protection of the police and deputy sheriffs, the people, however, refused to ride on cars manned by the new men.

Attacks on the barns and cars of the company, tearing up tracks and switches and assaulting the non-union men were matters of daily occurrence. Rioting and violence prevailed to such an extent that the mayor appealed to the citizens to aid in protecting life and property. Public meetings were held almost every night and resolutions denouncing the company and expressing sympathy for the strikers were adopted and published in the daily papers, all of which made the work of adjustment more difficult. However, the Board did not relax its efforts, and although the parties to the controversy had repeatedly refused its good offices, it applied itself more earnestly, if possible, to bring about a settlement or an arbitration.

Thus matters continued with varying results, and at times critical, until Monday, June 19, when the city council appointed a committee of five members to confer with the railway company with the aim of bringing about a settlement of the strike.

At the request of the council committee, the officers of the company and a committee of the men met together on June 20. The men submitted a proposition providing for the reinstatement of all employees on a strike, except such as have been guilty of lawlessness; that when men are suspended or discharged the company shall give to such persons, or the committee, written reasons for such suspension or discharge; that in matters of difference that may arise, the company shall recognize and negotiate the settlement of the same with the committee or agent the employees shall select, and in cases where the company and its employees cannot agree, the matters in dispute shall be settled by arbitration.

The above was not acceptable to the company, who, on the following day, offered a basis of settlement which was equally objectionable to the men.

The parties continued to meet with the council committee from day to day, and submitted various statements and counter propositions, until Saturday evening, June 24, when the following agreement was entered into, and the strike declared at an end.

TERMS OF SETTLEMENT.

The committee appointed by the city council to aid in adjusting, if possible, the strike between the Cleveland Electric Railway Company and its late employees, can, to-day, obtain such an adjustment upon the following terms, to which the said company on its part assents:

1. The restoration of former schedules to stand, as publicly announced to the city authorities.
2. Upon questions of wages of the men working short hours, the distribution of extra runs and the pay therefor, as well as upon other grievances, the company will receive a committee of its own employees for the purpose of considering the same, and if unable to reach a conclusion with such employees or their committee as to the reasonableness thereof, the company will submit these differences to disinterested arbitrators, to be chosen in the usual way.
3. In order that the men in the company's employ may have a proper sense of security in their employment, the company shall not discharge any man except for cause, which cause shall, at his request, be given him, and he shall be given a full and

fair opportunity to explain or disprove the same, by himself or a committee of said company's employees, to be selected by said discharged employee.

4. Questions of schedules and of wages shall not be submitted to arbitration. The company shall have the ultimate right to hire and discharge men, contracting with them individually and not collectively. It shall take back into its employment such of its former employees as its business demands, aggregating at the present time 80 per cent. of such employees, and as other vacancies occur shall give preference to such former employees, excepting always those who have committed unlawful acts against the company, its property or its employees during the present strike; but the rehiring of all men shall be upon the express condition that their service with the company's present employees must be loyal and the latter must not be subject to annoyance or abuse by them, and any violation of this condition shall be deemed cause for discharge.

5. The services of the employees shall be distributed as equitably as possible under existing conditions. The company shall at once upon the return of its former employees to its service give 80 per cent. of the runs to the former employees and 20 per cent. of the runs to its present employees; the remainder of its former and present employees to be placed on the extra list in the same proportion. The method of apportioning these runs between former and present employees shall be as follows:

The first four runs on the time table of each line shall go to the former employees, the fifth run to the present employees, the next four runs to the former employees, and the tenth run to the present employees, and so on through the time table, with the day runs, late runs and extra list.

Temporarily this adjustment may work some inequalities to some men, but the same will be adjusted as equitably and promptly as possible on these lines.

These propositions the committee deem equitable to both present and former employee, and to the company, and recommend the same for your acceptance. Unless acted upon and accepted at once the committee believes its services will be of no further avail. The committee is fully aware that the public service cannot longer await the adjustment of this difficulty. Some means will have to be adopted at once to provide for the public needs on this company's lines.

The above proposition was agreed to and signed as follows:

THE CLEVELAND ELECTRIC RAILWAY CO.,

By H. A. Everett, *President.*

L. B. WHITNEY,

R. S. THOMPSON,

EVERETT TODD,

THOS. McHUGH,

GEO. S. GILMORE,

A. N. MILLER,

Strikers' Committee.

In concluding the report of this case, it is due all interests to state, that up to the time the council committee interposed the Street Car Men's Union, repeatedly and most positively refused to communicate with the company, except through its official representative. On the other hand, the company did not at any time, during its conferences with the Board, propose to reinstate more than one-half of the old hands.

The Board was untiring in its endeavors to persuade the parties to be conservative, liberal and fair in their dealings with each other. Had its advice been heeded, and the company and its employes come together, as they did later on, it is reasonable to presume that the strike would have ended sooner and the city saved from the loss of business, rioting and bloodshed that followed.

PITTSBURGH AND CONNEAUT DOCK COMPANY.

CONNEAUT.

On July 12 the newspapers reported a strike of the ore handlers on the Pittsburgh and Conneaut docks, located at Conneaut, and attributed the trouble to the action of the company in recognizing the authority of the assistant superintendent over that of the general superintendent, who was held in high esteem by all the employes.

The Board was otherwise engaged during the early stages of this movement and could not give attention to the matter. It was, however, endeavoring to keep informed as to the situation with a view of exercising its good offices to promote a settlement as circumstances might permit. As soon as previous official engagements would allow, the secretary visited Conneaut, and was gratified to learn that the strike had been satisfactorily adjusted.

It was learned from the city authorities that about 500 men were involved in the strike, all of whom were members of the Longshoremen's Association, and that they demanded the removal of the assistant superintendent because of his gruff and arbitrary manner in his intercourse with them and his unfriendly disposition toward their organization. The Board was also informed that the strike continued five days, when the company yielded to the demand of the men, and they at once returned to work.

CLEVELAND ELECTRIC RAILWAY COMPANY.

CLEVELAND. (Second strike.)

On Monday morning, July 17, only three weeks after the settlement of the great street railroad strike at Cleveland, the newspapers reported that a second general strike of motormen and conductors had been inaugurated on the lines of the Cleveland Electric Railway Company, and for substantially the same reason as the first.

The secretary visited Cleveland immediately and found the "Big Consolidated," to a large extent, again tied up. All the motormen and conductors who had been reinstated by the terms of settlement of June 24, and all other union men previously employed by the company, about 900 in number, were involved in the movement, the new men only remaining at work.

The business agent of Division No. 106, Amalgamated Association of Street Car Employes of America, furnished the Board with the following statement, which had been made public:

"It is with grave apprehension that I view the situation as it exists at the present time between the big consolidated street railroad company with its millions of dollars back of it on the one side, and the street car employes, a brave, determined set of liberty-loving American citizens, and a vast throng of organized labor back of them, on the other side.

"What is the cause of all this turmoil and struggle? Simply because the laboring class of people are straining every effort to throw off the chains which are galling and are binding them down to a life of slavery which makes their mere existence more miserable than that of the black slave before the war of '61. What! slaveholders? Aye, yes; and their bitter hatred toward their more unfortunate fellow beings, should they dare raise a voice in the cause of justice and humanity, is shown by their heartless disregard of the condition of men who, under the same flag, have the same right of life, liberty and the pursuit of happiness.

"What did the street car men ask of their employers? Merely an agreement signed in writing allowing them the privilege of presenting their grievances to the proper authorities without the fear of being discharged for assuming that they had the right to be heard. They never sought to dictate to the company the operation of the road, nor did they demand of the company to sign any agreement that was unreasonable. But, under the same laws, they have the same right to organize and elect their president, executive board, business agent, etc., to represent them as the company has to elect its president, board of directors, business manager, etc., to represent the stockholders.

"The company had over a week's time to consider an agreement or to offer to meet with the representatives of the men and formulate some other agreement that would in no way interfere with the proper operation of the roads.

"This the company refused to do. They refused to even meet with the representatives of the employes. What was left for the men to do? Quit work, which they did. Now that imposed hardships upon the citizens of Cleveland, for which the men were truly sorry; it lasted 15 days. Why? Because the company would not meet and form any agreement with the men. The State Board of Arbitration tried to bring the parties together; the men always kept their appointments, but the company never. The council appointed a committee of five to use their efforts; they succeeded in getting an agreement drawn up that they recommended the men to sign, saying if they would do so they would guarantee to get the company to sign the same. With that understanding the men signed it, and that evening the strike was declared 'off,' but the next morning the company refused to sign the agreement, so the council committee reported back to us that the agreement would have to be further modified.

"Of course that was a bitter pill to swallow after securing our signatures, to have the council committee throw us down in that way; however, the agreement was modified and signed and the following day the strike was again called 'off' and the cars were put in operation.

"Three weeks have elapsed and the company have failed to live up to any part of that agreement; neither have they shown any intention of doing the same, except by their many promises which have been more readily broken than made. The council committee have said that they are no longer a party to that agreement, although their signatures appear there the same as the rest. Consequently we are brought back to the very starting point, the only difference being that our last condition is worse than the first.

"Who will be responsible for the suffering, rioting and disgrace that must inevitably follow another strike? The corporations will place the blame upon the down-trodden laborer, because they have money, and because of their having money there are city authorities who are willing to put the collar around their neck and say the men themselves are to blame for all this. Again, there are so-called ministers of the gospel, whose aspirations in this life seem to be higher than their aspirations for the next, and who will say the men are to blame. For myself I am willing to have God for the judge of who is right and who is wrong, and my every effort will be to uphold the men with whom I have worked and who I conscientiously believe are endeavoring to be just and fair."

In addition to the above, and the further declaration that the company had violated almost every clause of the agreement of June 24, and the superintendent had publicly announced that he would "break up the union within 60 days," the representative of the men gave the Board the following list of grievances, which had also been made public:

"The first clause of the agreement with reference to the restoration of the former schedules, has been violated. The former schedules have not been restored. There are no lay-overs at the ends of runs as there were in the former schedules.

"We had no opportunity of testing the company's loyalty on the second clause with reference to adjusting a wage scale and other matters for the reason that we were too busy trying to get the company to live up to its other agreements.

"The third clause of the agreement says that the company shall not discharge men without cause, and that the cause of their discharge will be given them upon their request therefor at the company offices. The officials of the road have utterly disregarded this clause. Fully 25 of the union men have been discharged for causes that we regard as altogether trivial. Nearly every one of the discharged men called at the company offices and asked for some valid reason for their discharge, and in nearly every instance no valid reason was given. This leads us to believe that the company inaugurated this method of discharging the union men for the sole purpose of breaking up the union.

"The fourth clause says that the union men shall have the preference of re-employment when the company is in need of men. This clause has never been carried out. The men who lost their positions as a result of the last strike have not been re-employed by the company. On the other hand, when the company was in need of men, non-union men were employed in utter disregard of the agreement.

"This clause says further that 80 per cent. of the former employes shall be immediately reinstated. We do not know whether the company has reinstated this per cent. or not. Nor have we any way of knowing. The running boards at the various barns do not contain the names of the non-union men and their runs, and we cannot learn how many non-union men are on the road.

"President Everett has made several promises that he would post the names of the non-union men on the running boards. He has failed to do so despite his promises.

"The men are tired of broken promises. We are willing to live up to the agreement as drawn up and there is no reason other than the ultimate breaking up of the union why Mr. Everett should not live up to the agreement which he so solemnly signed when the first strike was declared off.

"Furthermore, the non-union men are not treated as the union men are. We have known of many instances where the non-union men have missed their runs altogether and have not been reduced on the lists as the union men are. The reason that the non-union runs are not posted on the run boards is to keep the union men in ignorance of the company's apportionment of the runs given the non-union men. By the discharge of the union men the company has been enabled to put non-union men on the cars with union men. This was done in order that the union men would afford the non-union operatives protection.

"We have never asked the company to reinstate the men who were guilty of violence during the strike, but up to this day we have not got a complete list of the men against whom the company has charges.

"The fifth clause, which tells of the distribution of the services of the former employes, has been violated for reasons named above. The inequalities which the fifth clause speaks of as being only temporary, with regard to the distribution of the runs, have in my mind become permanent.

"We intend to fight this strike out to the bitter end. We find now that nothing can be gained unless the company is compelled to live up to every clause of its agreement, and not until the company shows a willingness to do so will the men return to work. The action taken last night was unanimous. Every man present was willing and eager to walk out. The feeling among the men in favor of striking was even more general than before."

The following is the public announcement made by the company :

CLEVELAND, OHIO, July 17, 1899.

The Cleveland Electric Railway Company desires to express to the public and its patrons its deep regret for the temporary inconvenience which must accompany the strike of a portion of its employes, and at the same time to remind them that the strike was declared without notice or warning to the company, and without conference with it.

About three weeks since, with the assistance of a committee of the city council, the strike then in progress was settled upon terms which commended themselves to the judgment of the council committee and of the thinking public, and which are embodied in the written agreement on file with the city council.

This company, having become a party to that agreement, received back its former employes who were covered by its terms, and in good faith began the operation of its line in compliance therewith. The very next day the company procured the services of the most expert schedule makers it could find, and they have since been working constantly upon a readjustment of the schedules for the purpose of eliminating swing runs, and upon the old speed basis, which gives ample time for lay-overs. This work was practically completed, and in the meantime cars have been running upon the speed basis to which the company promised to return.

The terms and conditions of the settlement agreement have been strictly adhered to by this company, in letter and in spirit, and no man can truthfully point out the slightest deviation therefrom upon its part. It supposed that the terms of the settlement would be observed by its employes in the same spirit. The violence, however, which had begun during the strike, did not cease with its termination, but on some of the lines was continued, and the company's new employes subjected to all manner of abuse and injury.

The company believes that the main bulk of the employees taken back at that time were faithful and loyal, but a minority of them were not. In every unlawful demonstration since the strike was settled certain of these employees have been found and identified, mingling with the crowds, and urging on the acts of violence. It is perfectly clear that if all its employees had been faithful to the agreement of settlement, and had loyally carried out the same, these acts of violence would not have occurred.

At all stages of the controversy the company has steadily declined to recognize any distinction between union and non-union men, leaving its employees absolute freedom in that respect. By the terms of settlement it was to take back 80 per cent. of its former employees. It has in fact exceeded that percentage. The former employees were to have the first four runs, the new employees the fifth, and so on through the schedule. As rapidly as lines became orderly and selections of new men were made, so that it could safely be done, the names of the regular crews for these fifth runs were marked upon the running boards. On these lines where systematic attempts continued to injure and drive away the new men, this could not be done without exposing them to constant danger, which no one will contend this company ought to do. The company has simply protected this portion of its employees, so far as it was able, from mob violence.

The only possible explanation of the present strike is a feeling of disappointment that the company's new employees have not been mobbed and beaten out of its service, but have been protected therein.

The company, therefore, is entirely blameless for the strike. It has a large number of employees still in its service, will rapidly increase the number and will at all times be ready to operate all of its lines upon which protection can be furnished by the public authorities, so that the lives of its operatives and passengers will not be endangered. The public and the company's patrons need suffer no inconvenience if order is preserved, and they can be a powerful force in insisting that all lawlessness be promptly checked.

Respectfully submitted,

THE CLEVELAND ELECTRIC RAILWAY COMPANY.

By H. A. EVERETT, *President*.

As required by the law, the Board endeavored to bring the parties together and by mediation or conciliation affect an amicable settlement between them or persuade them to submit the matters in dispute to arbitration. In this, however, it was not successful for the reason that neither side would listen or yield to conciliatory influence.

The men, through their Executive Board, not only asserted that the company had, in various ways, violated the settlement agreement, but declared they would not meet the company unless it would first agree to reinstate all motormen and conductors in the employ of the company prior to the first strike, and recognize and deal with the official representatives of their Association.

On the other hand the company was equally firm in declaring that it had strictly adhered to the agreement and had carefully observed all its terms and conditions and challenged proof to the contrary; that certain employees who were reinstated after the first strike have been disloyal from that time until the present, and have in different ways encouraged and urged acts of violence and subjected the new men to insult, abuse and injury, and were thus guilty of daily violations of the settlement agreement, and are therefore, entirely responsible for the strike that the men having disregarded the

agreement of June 24, which the company, in good faith, made and observed, it will not now acknowledge the union, its officers or committees, and will only deal with its employees as individuals.

From the above statement of the parties, it will be seen that the Board was confronted with a peculiar situation. The company and the men each charged the other with having repeatedly violated the agreement of June 24, under which their former differences were adjusted, and each side positively denied the charge and declared it had faithfully carried out all the terms and conditions of the agreement and that the other was wholly responsible for the trouble.

Besides the determined opposition of the men and the company toward each other, the situation was complicated and aggravated by the fact that the linemen and others in the electrical department were also on strike.

The electrical workers informed the Board that up to the time of the first strike, the linemen were required to drive wagons and do repair work alone, not being allowed help, as is the usual custom; that on June 12 an agreement was made providing for two men on small repair wagons and four men on construction wagons; that on June 25, the day after the first strike was settled, the foreman ordered all extra help off the wagons and required each lineman to drive horses and repair lines without assistance, as had formerly been the rule; that the men met the company frequently during the interval between the first and second strikes, and failing to arrange satisfactory terms of work, gave notice that unless the agreement was renewed, the union recognized, and wages increased, they would cease work on July 17, that the company having refused to accede to the demands, the electrical workers, 22 in number, went on strike on July 18.

The Board was officially notified that the street car men and the electrical workers had made common cause with each other, formed one general committee for the management of the strike, and would not entertain any proposition looking to a settlement that did not include the employees in all departments.

In reply to the report of the electrical workers as to their strike, and the causes leading thereto, the company stated the Board had been misinformed, and that no trouble existed in the electrical department. A few linemen and others had quit work, but their places had been promptly filled by new men.

The statement of the company, however, did not relieve the situation. The fact remained that the electrical workers and the street car men had formed a combination and were united in their efforts to compel a recognition of their demands, all of which made the work of the Board exceedingly difficult and indicated that the present strike would be more bitterly fought than the first.

From the beginning of this movement the non-union crews operating the cars, were assaulted with stones and clubs, and as time advanced the animosity toward them became more pronounced, until the blockading of the streets, the tearing up of switches and tracks, the blowing up of street cars and serious injury to passengers, and general rioting and bloodshed became matters of almost daily occurrence, and finally resulted in loss of life.

It is a pleasure to say the employees disclaim participation in, and denounced these acts of lawlessness and called on their friends and sympathizers to refrain therefrom, as will be seen from the following public appeal, issued on Wednesday, July 26, 1899:

"We take this opportunity to contradict the stories that are being circulated to the effect that our organization is responsible for the dynamiting and destruction of property.

"We deplore these acts as much as anybody, and have warned all our members to have nothing to do with any such acts, and to stay away from all assemblages or crowds where trouble may occur. We claim the right to strike, and to ask our friends to refrain from patronizing the company. These are our weapons and we will use them in the defense of our position.

"In regard to destruction of property and other unlawfulness, we have not had any part; neither will we take part in any such matters, and beg all our friends and the friends of organized labor to desist from such acts, for we know the people are with us and will refuse to ride until our rights are recognized. That will win our fight.

"(Signed)

AMOS MILLER,

"EVERETT TOD,

"GEO. GILMORE,

"GEO. BURTON,

"WM. TRACE,

"Executive Committee."

The civil authorities did not, and claimed they could not, control the situation. Mob rule and violence continued from day to day until July 25, when the military was called to protect life and property and restore and maintain public order.

In the meantime the company having the protection of the police and military, gradually increased the number of cars in operation, although but few passengers were carried. Many of the former patrons of the company refrained from riding on the cars through fear of bodily injury or the boycott, while others withheld their patronage because of sympathy with the street car men.

The boycott, instituted at the beginning of the strike, became more general in its character and far-reaching in its influence. Merchants feared it and neither their families or their employees were permitted to ride in the cars. It affected all lines of business and all classes of people were made to suffer an account of it.

This unhappy condition of things almost paralyzed trade on the various lines of the company, and continued until the business men of the city organized to protect themselves against the boycott. This, together with the active measures on the part of the police and the military authorities, finally restored comparatively normal conditions.

During this period of tumult, the union selected a committee and notified the Board of its readiness to meet the company. This gave hope of a settlement and the Board lost no time or effort to promote it. In this, however, its work and influence was unavailing for the reason given below. Time had only served to widen the breach and increase the bitterness between the parties. The company was firm in its determination not to deal with or recognize the officials or committee of the union. Unpromising as the aspect of affairs seemed to be, the Board still had faith, that if the company would agree to meet the men, a settlement on fair and reasonable lines could be arranged, and it was therefore untiring in its endeavors to that end.

Finally on July 22, the company sent to the Board the following communication:

THE CLEVELAND ELECTRIC RAILWAY COMPANY,
CLEVELAND, OHIO, July 22, 1899.

Messrs. Owen, Little and Bishop, the State Board of Arbitration, City:

GENTLEMEN: This company, fully appreciating the sincerity of your desire to bring about a readjustment with its former employees, begs to say, that the men who went out on Monday, last, are not in the company's employ, and there is nothing to negotiate about or to arbitrate.

Yours very respectfully,

THE CLEVELAND ELECTRIC RAILWAY COMPANY,
By H. A. EVERETT,
President.

To the above letter the Board made reply as follows:

CLEVELAND, OHIO, July 24, 1899.

The Cleveland Electric Railway Company, City:

GENTLEMEN: As stated to you verbally, we believe personal intercourse is preferable to formal correspondence in the discharge of our duties in cases like the present. Nevertheless, we deem it your due to say a word in this way in reply to your favor of the 22d.

Your letter seems to us to proceed upon the mistaken view of the statutes. You say: "That the men who went out on Monday last are not in the company's employ, and there is nothing to negotiate about, or to arbitrate." You will notice by reference to Section 13 of the arbitration act, that where a strike is threatened our duties relate to an employer and his *present* employees; but where a strike has actually occurred, they pertain to the employer and "*past* employees."

We suppose you will scarcely maintain there is no controversy or dispute between you and your "*past* employees," and there being one, our intervention is mandatory. There may be a refusal to negotiate or arbitrate differences: That is quite a different thing from asserting there are no differences to settle either by negotiation or arbitration. But taking your letter as such refusal, we beg to urge you to reconsider your conclusion. The gravity of the situation constrains us to make this request.

The employees through a committee have signified to us a willingness to meet you with a view of adjustment.

Very respectfully,

THE STATE BOARD OF ARBITRATION,
By JOSEPH BISHOP,
Secretary.

The company responded with the accompanying letter:

CLEVELAND, OHIO, July 24, 1899.

Hon. Joseph Bishop, Secretary the State Board of Arbitration, City:

DEAR SIR: In reply to your favor just handed us, we beg to again say that the men who went out last Monday are not in the employ of the company, and we respectfully decline to either negotiate or arbitrate.

Very respectfully,

THE CLEVELAND ELECTRIC RAILWAY COMPANY,
By H. A. EVERETT,
President.

To which the Board sent the following answer:

ANNUAL REPORT

STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,

CLEVELAND, O., July 25, 1899.

The Cleveland Electric Railway Company, City :

GENTLEMEN: Viewing the present situation from an entirely impartial standpoint and having in mind only the good—present and prospective—of the parties and the public, we cannot resist the conviction, confirmed and deepened by hourly developments, that you make a serious mistake in refusing both negotiation and arbitration as a means to terminating the present strike.

We deem it not worth while to repeat our request for a re-consideration, but wish to inform you that should you change your mind, we would be only too glad to aid in promoting a settlement by any means in our power. Unpromising as the aspect of affairs is we have a strong faith that a settlement might be attained on fair and reasonable lines, should you conclude to favor it.

Very respectfully,

THE STATE BOARD OF ARBITRATION,
By JOSEPH BISHOP, *Secretary*.

To the above letter of the Board, the company sent the following, reply which terminated the correspondence on the subject :

THE CLEVELAND ELECTRIC RAILWAY COMPANY,
CLEVELAND, OHIO, July 26, 1899.

To the Honorable State Board of Arbitration, City :

GENTLEMEN: We beg to acknowledge the receipt of your letter of July 25, and to say that our position is unchanged.

Respectfully yours, ,

THE CLEVELAND ELECTRIC RAILWAY COMPANY,
H. A. EVERETT, *President*.

As will be seen by the forgoing correspondence, the company was fixed in its determination not to meet the men, or negotiate a settlement. Notwithstanding the frequent refusals of the company officials to yield to the solicitation of the Board in this respect it renewed its efforts toward a settlement, but without success.

Finding no opportunity for a settlement by mediation or conciliation, and being unable to persuade either the company or the men to submit to arbitration, the Board, for the time being, relinquished its efforts. Before doing so, however, it issued the following public statement on July 26:

"There are two conditions, in cognizable cases, under which the intervention of the State Board of Arbitration is required by law: First, where either or both parties to the controversy ask it in writing; second, where the Board is notified by certain designated officers of an actual or threatened strike or lockout, or otherwise obtains knowledge of it.

"The Board's duties and procedure in the two cases are somewhat different. In the former it is required without delay to inquire into and investigate the cause of the trouble and advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust it, and if a settlement is not thus obtained, to make out and publish its decision.

"In the second case, it is required as speedily as practicable to put itself in communication with the employer and employee, and (first) endeavor by mediation or conciliation to effect an amicable settlement between them, or if that seems impracticable (second) to endeavor to persuade them to submit the matters in dispute to a local board of arbitration, selected as provided by law, or to the State Board. And the Board is authorized to investigate the cause or causes of the controversy and ascertain which party is mainly responsible for the existence or continuance of the same, and may publish a report of its findings. But such investigation is not required as in the former case, except at the request of one party where the opposition of the other has prevented a settlement or arbitration.

"In the present instance, we are here under the latter condition, and can only exercise the authority secondly set forth. Our efforts thus far have not availed to accomplish the end contemplated by law.

"As to an investigation, we have concluded that, just at this time, its tendency might not be promotive of the public tranquility always a paramount and controlling consideration, and is not therefore now advisable. Should the strike unfortunately be protracted, and good results should at any time, seem likely to flow from an investigation, one will be had. The Board will keep in touch with the situation, and its efforts towards ending the strike will not be relaxed, although its members may not continuously remain on the ground.

"Four weeks ago, when the council intervened, we had no thought of abandoning our efforts, though we gladly suspended them for the time being, for so good and efficient a substitute. We should be happy to do so again.

"Our task grows more and more difficult by the acts of violence, whatever their source or purpose, constantly occurring. These cannot be too strongly denounced, nor vigorously repressed and punished. The first and highest duty of all is to uphold the law and maintain the public peace."

Although the Board, for the time being, suspended its efforts to promote a settlement, the secretary made frequent visits to Cleveland and thus kept in touch with the situation.

In the meantime order was being gradually restored, the boycott was losing its force and people generally were disposed to patronize the cars.

The labor organizations and the sympathizers of the strikers had for sometime manifested a desire that the Board should investigate the cause of the strike. The street car men, however, did not ask for such investigation, notwithstanding they had the right to do so under the law, and the Board had frequently and particularly called their attention to the fact.

The subject was, at last, brought to the attention of the Central Labor Union of Cleveland, and the following communications sent to the Board, both of which were received at Columbus at the same time :

CLEVELAND, OHIO, July 28, 1899.

Ohio State Board of Arbitration, Columbus, Ohio :

GENTLEMEN: The Central Labor Union of Cleveland, Ohio, is a representative body composed of delegates from fifty-five (55) unions located in this city, and at its last regular meeting, held on July 26, a resolution was adopted demanding of your honorable body that you immediately commence an investigation of the causes of the strike now on in this city between the employees and the Cleveland Electric Railway Company.

Organized labor of Cleveland has nothing to fear and nothing to hide, and wants the world to know the facts connected with this trouble.

Yours respectfully,

W. J. HUMPHREY, *Cor. Sec.*,
278 Colgate street, Cleveland, Ohio.

CLEVELAND, OHIO, August 1, 1899.

Joseph Bishop, Member Ohio State Board of Arbitration, Forest City House, Cleveland, Ohio :

DEAR SIR: On Thursday last I mailed your Board at Columbus, Ohio, a demand in the name of the Central Labor Union of this city, that you immediately commence an investigation into the strike now on between the street railway company and its employees, and by this morning paper I notice that you are in this city, and although not notified by you that it is in response to our request, I take it that you are here for the above named purpose. Am I correct in this supposition?

Please notify me as to the facts of the case, and at the same time permit me to invite you to attend a meeting of the Central Labor Union at 125 Champlain street, on Wednesday evening, where you can meet the delegates from many labor unions in this city.

Hoping to see you present, I am,

Most respectfully yours,

W. J. HUMPHREY, *Cor. Sec.*,
278 Colgate street, City.

By way of explanation, I desire to say that the secretary was at Cleveland on the date of Mr. Humphrey's first letter, and returned to the office at Columbus before the date of the second.

To the foregoing letters the Board sent the following reply :

STATE OF OHIO,

OFFICE OF STATE BOARD OF ARBITRATION,

COLUMBUS, O., August 4, 1899.

Mr. W. J. Humphrey, Corresponding Secretary, Central Labor Union, Cleveland, O.:

DEAR SIR: Your favor of July 28, and also that of August 1, were duly received.

When the full Board was at Cleveland in regard to the street railway strike, the matter of investigation received very careful consideration and for the reason suggested in the public statement by the Board, printed in the daily papers of July 26 and 27, the Board concluded it would not be wise to exercise the discretion given it by law to

make an investigation at that time. It stated, however, that it would keep in touch with the situation, and if satisfied that public good would flow from an investigation, one would be made.

The employes of the street railway company had the right to take the steps to bring about an investigation. This was particularly called to their attention, and they choose not to take these steps. The company by refusing to negotiate or arbitrate also refused investigation. Both parties having thus declined an investigation, the only question for the Board, was whether the public good would be promoted by one. This question was given most careful consideration, with the result stated.

Your letters have been considered by the Board, and while it recognizes that the opinion of the members of the Central Labor Union is entitled to great respect, they are unable from your communication to see wherein it erred in its conclusions.

Thanking you for your invitation to attend your meeting.

Very respectfully,

THE STATE BOARD OF ARBITRATION,
By Joseph Bishop, *Secretary*.

In response to the above letter the Board received the following:

CLEVELAND, OHIO, August 7, 1899.

Joseph Bishop, Secretary, State Board of Arbitration, Columbus, Ohio:

Yours of August 4 in reply to mine of previous date demanding of your Board, in the name of organized labor of Cleveland, Ohio, that you perform your duties as such Board, is hereby acknowledged, and will be placed before the meeting of the Central Labor Union next Wednesday evening, August 9.

On receipt of your kind favor I waited on the Executive Board of the striking street car men, and read its contents to them and received this information from them:

First. While they did not demand of your Board that an investigation be gone into, they did tell you that they were willing that an investigation be made.

Second. They feared that a demand that you commence investigation would make it appear to the public that they were very weak when they must resort to the machinery of your Board in order to win.

Now, this last reason in the mind of the writer, is a very poor one, and one that would not come from an organization of men who had been in existence for a length of time sufficient to give experience in matters of this kind. However, that is none of my business at the present time, and I will now thank you for your kind treatment in the past and will be under still further obligations to you if you will mail me a copy of the law, under which your Board is working.

Most truly yours,

W. J. HUMPHREY, *Cor. Sec.*,
278 Colgate street, Cleveland, Ohio.

CLEVELAND, OHIO, August 10, 1899.

State Board Arbitration, Columbus, Ohio, Joseph Bishop, Secretary:

MY DEAR SIR: The answer of your Board to the demand of the Central Labor Union that you immediately commence an investigation of the strike of the employes of the Cleveland Electric Railway Company transmitted to you in former letters, was

laid before a meeting of the Central last Wednesday evening, and brought forth some discussion.

Our people think that much good might come from a fair and impartial investigation and that the public good would be promoted, and in as much as you are permitted by the law under which you are working to conduct such investigation without being required to do so by either interested party, and further being backed up by a representative body like the Central Labor Union, of Cleveland, which represents nearly 60 local unions of working men and women, and further, the strikers themselves, through their Executive Board, are willing that you should investigate and plainly so stated to your Board when called on by you.

After much discussion of this kind, a motion prevailed instructing me, as corresponding secretary, to again write you repeating the former demand that your Board immediately commence an investigation into the strike of the employes of the Cleveland Electric Railway.

Hoping that your Board will consider that the time is now ripe for further efforts on your part in this direction, I am,

Most truly yours,

W. J. HUMPHREY, *Cor. Sec.*,
278 Colgate street, Cleveland, Ohio.

Nothing more was heard from any source regarding an investigation until August 24, when the following telegram was received :

CLEVELAND, OHIO, August 24, 1899.

Joseph Bishop, State Board Arbitration :

Meet us as soon as possible.

H. A. BRYAN,
Arch Hall, Cleveland, Ohio.

In response to this request the secretary visited Cleveland immediately and conferred with Mr. Bryan and the Executive Board of the Street Car Men's Union.

They desired information regarding the manner of investigation, under the arbitration law, which was given to them in detail, and at their earnest solicitation the representative of the Board held another conference with them on the subject the following day, when they were furnished with the blank forms necessary to make application as provided by Section 14 of the statute.

Nothing more was heard from them on this subject, and the Board being convinced of the correctness of the announcement made in its public statement on July 26, that an investigation would not promote the public good, declined to take further action in the matter.

From the commencement of the strike, the company lost no opportunity to engage new men and operate its cars and continued to do so until all interference with the operation of the cars had ceased and normal conditions restored on its various lines.

Notwithstanding order had been restored, all danger to the traveling public removed, and the people were again generally patronizing the cars, the men continued their strike organization until about October 1. Previous to this time the patrons of the company were looked upon as being unfriendly to the cause of the street car men. At the time indicated, the Board was reliably informed that a resolution was passed by the union removing such reflections, and while the street car men's organization did not formally declare the strike at an end, the action above referred to, was so regarded by the general public.

The men, through their committee, declared that recently the superintendent had made frequent and unnecessary changes in the boiler shop which caused workmen to be transferred from one branch of labor to another in which they were less skilled and experienced and consequently it was difficult for them to do the work assigned them; that notwithstanding the difficulties and disadvantages to the men, caused by these changes, the superintendent persisted in his course until it became not only difficult, but almost impossible for the men to perform their work in a satisfactory manner; that in his general dealing with the men, the superintendent was arbitrary and disregarded the rules and customs prevailing in other similar establishments and in various ways manifested an unfriendly disposition toward them as individuals and open hostility to their organization; that without good cause he had discharged some of the oldest and most skillful workmen and refused to reinstate them, and in consequence they ceased work.

Such was the situation when the secretary reached Barberton, on Friday, November 10. He at once interviewed the parties and arranged for a meeting between the officers of the company and the committee representing the men.

A conference was held on Friday afternoon, when the men submitted the

BARBERTON, OHIO, November 10, 1899.

STATEMENT.

ing grievance. The Boile...
The Iron Ship Builders of America, Branch 41,
in joint assembly, has resolved not to return to
pany until said grievances are adjusted, and
the recognized as the representatives of organized

men d... ay noon and Wednesday morning, whose names

shall b...

for re...

Stida...

Wm. M...

Mr...

John Kelly,
Wm. Whitehead,
Charles Peins.

RESOLUTIONS.

ne by the Boiler Makers' Union, viz.:

machine.

as cup-riveting.

ore, in the... L. men, shall

ated by... Boiler Makers' Union

Having learned that the committee desired recognition as representatives of organized labor, and anticipating that the men contemplated unionizing the works, the president of the company most emphatically refused to entertain the foregoing proposition. Referring to the subject of a "union shop," he gave to the secretary a written statement in which he says:

"Just what this means I do not know; but, providing it means that all the people employed in the shop must be union men, so-called, then I most positively decline to assent to such a proposition. We have no objection whatever to our men belonging to a union organization. It is one of the rights we freely accord them, but no union organization can control our business, and we propose to hold ourselves free to hire and discharge any help that we, from time to time may desire, without consultation or dictation from a so-called union, and any violation of this free born right, both to ourselves and our men, we will enter a vigorous protest against. Should the men form a union and strike because of our hiring and discharging parties, because the parties hired or discharged belonged or did not belong to the union, as the case may be, then, regardless of all consequences, the parties willfully causing the strike for the reasons named will be discharged from our employ, never again to enter it. We accord to the help the same privileges that we ask for ourselves. We propose to treat our laborers with not only the greatest respect, but with fair consideration as to wages and incidental matters connected therewith; but when it becomes a question of who owns our property and who shall run it, we propose that we are the proprietors and have all the rights of proprietors to hire and discharge help regardless of any union or any consideration of a union.

"We take this strong ground, knowing first, that our disposition to treat help is perfectly fair and honorable. We have no disposition whatever to oppress, in any way, any person in our employ, but we do insist that so long as they are in our employ that they must be subject to all just and reasonable restrictions and rules that we may establish. We accord to them all the rights which are inherent in them, viz.: That when we do not treat them fairly they have a perfect right to leave our employment, as we have a perfect right to discharge them when they do not treat us fairly, or we have no further use for them."

The first meeting was a disappointment to all concerned. Instead of the parties endeavoring to promote a friendly settlement, they drifted further apart, and at the close of the conference there was apparently but little hope of adjustment. However, better judgment prevailed and on the following day the representatives of both sides met in a more conciliatory spirit and agreed upon a basis of settlement and resumed operations.

THE BELFONT IRON WORKS.

IRONTON.

Having received information of a strike at Ironton, the secretary visited the locality and learned that about 65 nippers employed in the nail making department of the Belfont Iron Works were on a strike for an advance in wages.

Upon investigation it was learned that the nippers were in the employ of the nailers, having charge of the machines, as is customary in all similar establishments. They had made known their demand for an advance in wages, and having been informed that the nailers would not accede thereto, they left the works in a body on Friday afternoon, November 10, without first giving notice of their intention to strike. The nailers continued to operate the machines as best they could, but on account of the nippers' strike they were unable to turn out more than one-third of the usual product of the factory.

The secretary reached Ironton on November 14, and at once arranged a general meeting of nippers and nailers and explained to them the law of arbitration, the duties of the Board, the importance of a prompt settlement; and prevailed upon each side to appoint a committee with full power to adjust all differences. The committee met the same evening, when the nippers demanded the following scale :

3d nails,	from \$18.00	to \$20.00	per 100 kegs of 100 pounds each.
4d "	9.00	to 10.00	" "
6d "	6.00	to 7.00	" "
8d "	4.80	to 5.00	" "
10d "	3.60	to 4.00	" "

The nailers refused to accede to the above demand, declaring it unreasonable, and informed the nippers that on certain sizes of nails it would give to them more than they (the nailers) received. They expressed a willingness, however, to grant a reasonable advance, which the nippers refused to accept.

During the conference it developed that there was no uniform price paid to the nippers, and those who received the lowest wages were dissatisfied and desired an advance in order that all would receive equal pay for the same work.

Believing that the difference between the parties was such that could be easily adjusted, and the failure to agree at that time was due to the fact that they did not understand each other, and that a uniform scale between them would not only promote a settlement, but prevent future trouble, the secretary advised the nippers to return to work, and the joint committee meet again the following evening, and from time to time thereafter until they agreed upon a uniform price, and when an agreement be reached it shall date from the time they returned to work. This was not acceptable to them, and the committee adjourned without date, but at the request of the secretary the parties held another conference the following evening.

In the meantime the nailers held a meeting and unanimously decided to recall the advance proposed at the first meeting, and refused any increase whatever over the price paid before the strike. The second meeting of the committees was of short duration. The nailers made known their ultimatum, which the nippers refused to entertain, and renewed their demand for the proposed scale and again they adjourned without a settlement. Each side seemed to feel justified in the stand it had taken, and expressed the feeling that the company, although not a party to the controversy, would pay the desired advance rather than permit the strike to continue and close the works. In this, however, they were disappointed, for the company gave notice that unless the difficulty was promptly settled and the nail factory operated to its full capacity the entire establishment would be closed at once.

On Saturday, November 18, the committees met again, each manifesting a desire for settlement. An understanding was soon reached, and, by mutual concession, an adjustment was agreed upon providing for a uniform rate of wages for the nippers, and all hands returned to work, the strike having continued six days.

In this connection it is due the Belfont Iron Company to say, that notwithstanding the strike existed at its works, it was in no manner responsible for, or involved in the controversy. The nippers were employed and paid by the nailers, who, as contractors, had full charge of the machines.

The daily capacity of the works was about 1,500 kegs of cut nails of 100 pounds each. During the six days of the strike the product of the factory did not exceed 500 kegs per day, and in consequence, the company suffered a loss in business to the extent of about 6,000 kegs of nails, because the employes themselves were unable to agree as to the terms of work.

THE McSHERRY MANUFACTURING COMPANY.

MIDDLETOWN.

On November 17 the Board was officially informed of a strike of molders at the works of the McSherry Manufacturing Company, Middletown. The company employ about 150 hands, but only 15 molders were directly involved in the controversy.

The company represented, that for the purpose of invoicing, the works closed the latter part of October. Previous to that time the foundry had been operated as a union shop, but was very unsatisfactory for the reason that the company was subject to the rules of the union, and the dictation of the men; that such rules and dictations were arbitrary in that the molders were limited as to the amount of work they should perform during the working day, and the company was not allowed to employ non-union men, and could not discharge union molders except for reason satisfactory to their organization; that the union restricted the company in the employment of apprentices and in various ways interfered with the management of the shop, and hindered the success of the business; that the company was not opposed to labor unions as such, but it objected to the union trespassing on the rights of the employer in the successful conduct of business; that to protect itself in this respect it desired in future to operate an open shop and hire and discharge men as the necessities of the business may require without regard to their membership in labor organizations; that it was now ready to resume operation, and with a few exceptions would employ the old hands, and if the molders did not intimidate those who desired to work, it could secure a full force of men.

The molders stated, through their committee, that the shop closed for inventory on October 23, with the understanding that all hands would be expected to return to work about November 15; that previous to the stop for invoicing, the foundry department had been operated as a union shop, and that the relations between the molders and the company were mutually pleasant; that after being idle about a week they were told by the superintendent that the shop would soon resume operations, and to hold themselves in readiness for work; that notwithstanding these facts the superintendent has recently manifested open hostility to the Iron Molders' Union, and has endeavored to create dis-

cord and dissention among the members, and in various ways tried to persuade them to abandon the organisation and return to work ; that the present controversy was caused by the action of the company in sending to each of the molders a copy of the following letter :

MIDDLETOWN, OHIO, November 7, 1899.

DEAR SIR: As you are not now employed by the McSherry Manufacturing Company, neither do we expect to use you, and therefore you are at perfect liberty to seek employment elsewhere. With kind regards, we are,

Yours truly

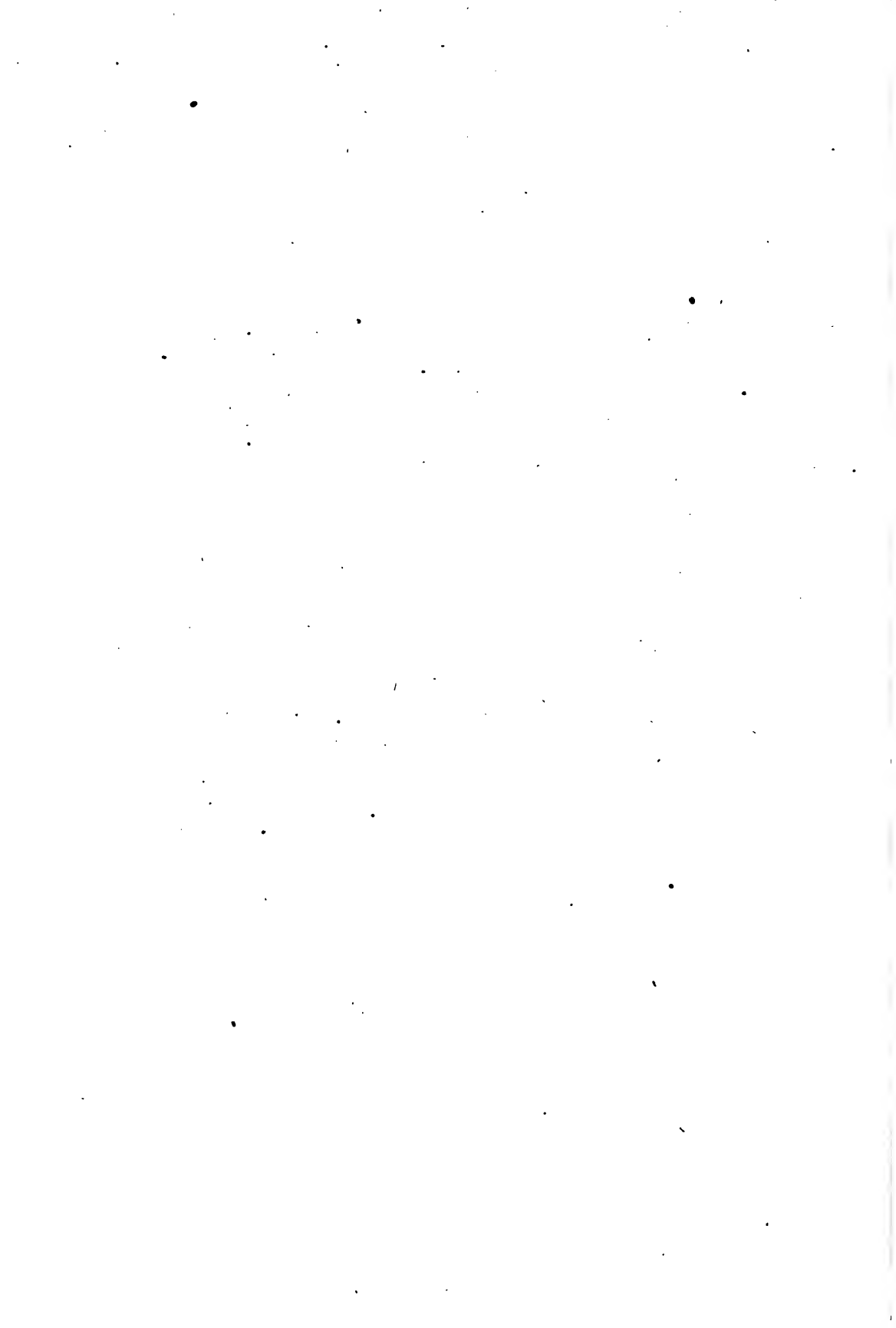
THE MCSHERRY MANUFACTURING COMPANY

Per H. G. SWOPE,

Superintendent.

That the wholesale discharge of the molders was without cause or justification, and can only be explained by the purpose of the company to disrupt the union, ignore its representatives, deal with the men as individuals, and operate a non-union shop; that the superintendent has declared that he will not re-employ certain molders, who are among the oldest and best workmen in the shop, and having repeatedly refused to assign any reason therefor, we feel warranted in demanding their reinstatement; that the men are contending for a fundamental principle, viz.: the right of organization guaranteed to them by the laws of the State, and are therefore justified in their determination that all hands must be restored to their former positions, and their union recognized.

Such was the situation when the secretary visited Middletown, on Friday, November 17, in response to the notice from the mayor, and as there was no opportunity at that time for adjustment, and the further fact that there were less than 25 persons involved in the controversy, no further action was taken in the matter at that time.



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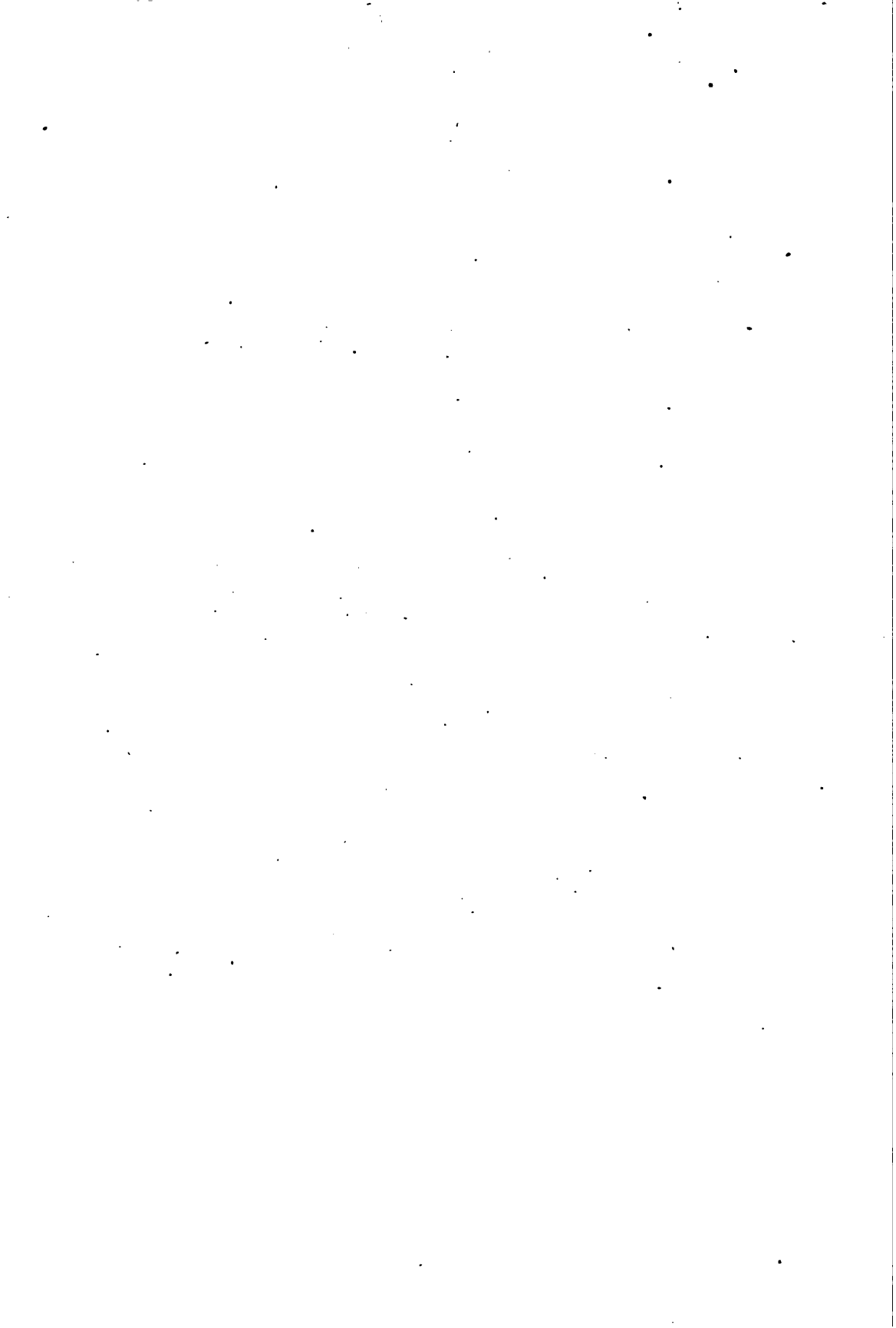
**8th ANNUAL
REPORT *of the*
OHIO STATE**

**Board of
Arbitration**

**to the Governor of
the State of Ohio
for the Year ending
December 31, 1900**



**Fred. J. Heer
State Printer**

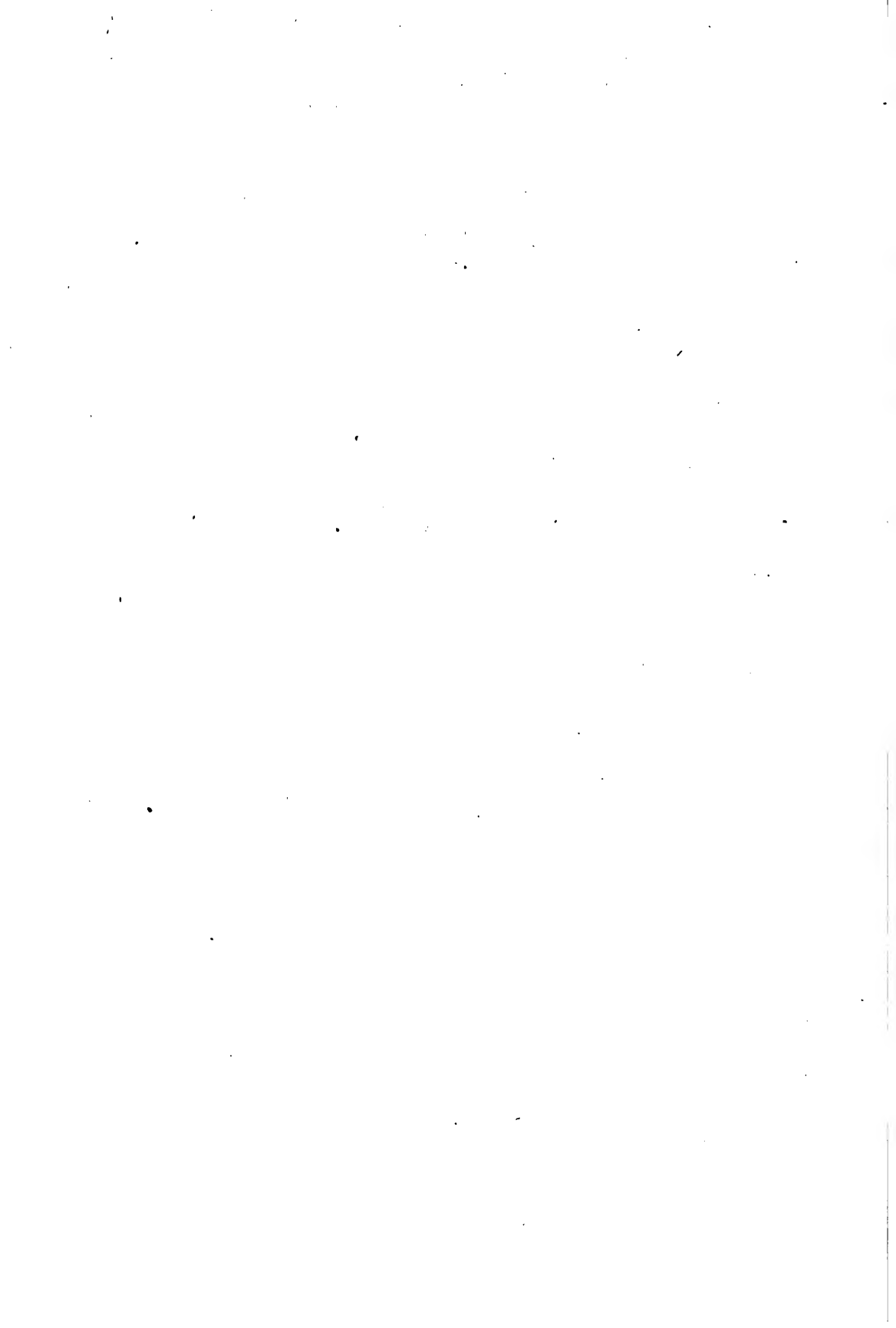


EIGHTH ANNUAL REPORT
OF THE
OHIO STATE
BOARD OF ARBITRATION

TO THE
Governor of the State of Ohio

FOR THE
YEAR ENDING DECEMBER 31, 1900.





STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION.
COLUMBUS, January 2, 1901.

HON. GEORGE K. NASH. *Governor of Ohio:*

SIR — I have the honor to transmit herewith the eighth annual report of the
State Board of Arbitration.

Very respectfully,

Jos. BISHOP, *Secretary.*

ANNUAL REPORT.

COLUMBUS, OHIO, JANUARY 2, 1901.

Hon. George K. Nash, Governor of Ohio.

SIR:—As required by the statutes we herewith present to you and through you to the Legislature, our report for the year 1900.

Time and experience have confirmed us in the views and recommendations submitted in the previous reports of the Board, and being required by law to include in our "yearly report" such suggestions as to legislation as may seem to the members of the Board, conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employes, we therefore renew our former recommendations. Especially do we invite attention to the revision of the arbitration law prepared by the Board and presented to the 74th General Assembly by Mr. McGlinchy, and known as H. B. 227.

We herewith present the same proposed bill for an amended and revised act, which met the favor of the appropriate committee of the last House of Representatives with the exception of proposed Section 10, thereof. This provision, while approved by every member of the labor committee, was exposed, we think unnecessarily, to the vigorous antagonism of other representative labor men who took part in the discussions before the committee.

This opposition arose from a misconception of the object and effect of the proposed provision, which was intended to have alone for its purpose, under extreme conditions, to constrain a resumption of working relations between the parties, for a limited time pending settlement, arbitration or other disposition of differences and the better assurance of the public peace and safety, in cases where life and property are in danger.

To this opposition we attribute the defeat of the proposed bill in the last General Assembly. The condition contemplated by Section 10 was freely characterized by the opponents of the measure, as one of "involuntary servitude." Therefore in order to give to the cause of conciliation and arbitration the benefits of other amendments and proposed revisions which seem to us useful and helpful, and which received the approval of every member of said committee, we have concluded to withdraw the proposed Section 10, and recommend that with this feature eliminated, the proposed amended and revised bill be enacted into a law.

The following is the bill referred to:

A BILL

To provide for a State Board of Arbitration and Conciliation for the settlement of differences between employers and their employes and to repeal certain acts therein named.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio,* That there is hereby established a State Board of Arbitration and Conciliation, consisting of three fit and competent members, with the powers and duties in this act prescribed. They shall be appointed by the governor by and with the advice and consent of the senate, for the term of three years each and until the appointment and qualification of their successors respectively, as herein provided. One of them shall be an employer of labor or from a firm or company employing labor, one an employe, or past employe selected from some labor organization, and the third shall be appointed on the recommendation of the two thus selected, but if the two fail for thirty days to make a recommendation as occasion arises therefor, the governor shall appoint without it. Appointments shall be so made that the board shall always remain constituted as aforesaid. Those occurring when the senate is not in session shall be subject to confirmation at the next ensuing session, and one to fill a vacancy during a term shall be for the unexpired portion thereof only. The members shall be removable by the governor for cause deemed by him sufficient, and two of them shall constitute a quorum.

SECTION 2. The members of said board shall, before entering upon their duties be sworn to faithful discharge thereof. They shall organize by the choice of one of their number as chairman, and one as secretary. The board shall establish rules of procedure to be approved by the governor; provided the rules now in force shall continue till altered or rescinded.

MEDIATION ON APPLICATION.

SECTION 3. Whenever any controversy not involving questions which may be the subject of an action in any court of the state, exists between an employer (whether an individual, co-partnership or corporation) and his employes, if, at the time, he employ not less than twenty-five persons in the same general line of business in this state, which has resulted or is likely to result in a strike or lockout, involving the number named the board shall, upon application as hereinafter provided and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before it, advise the respective parties what, if anything ought to be done or submitted to by either of both to adjust said controversy; and failing to induce an adjustment otherwise, it shall urge an arbitration as herein provided.

SECTION 4. Said application shall be addressed to the board and shall ask for its mediation in the adjustment of such controversy, and

failing in that, for the arbitration thereof according to law. It shall be made and signed by either or both parties to, and contain a concise statement of the character and substance of the controversy and a promise or expression of willingness to continue on in business or work without any lockout or strike, until the decision of the board, if made within fifteen days of the date of hearing said application.

SECTION 5. A joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and such decision to such extent may be made and enforced as a rule of court in the Court of Common Pleas of the county from which such joint application comes, as upon a statutory award.

SECTION 6. As soon as may be, after the receipt of any such application, the secretary shall cause public notice to be given of the time and place for the hearing thereof; but such notice need not be given when both parties to the controversy join in the application and present therewith a written request that none be given, unless the board otherwise direct. Should the petitioner fail to comply with the terms of such application, the board shall proceed no further therein without the consent of the adverse party.

SECTION 7. Such mediation having failed to bring about an adjustment or arbitration of such controversy, the board shall immediately make out a written statement, embodying its findings and recommendations, which shall be published, recorded in a book kept for the purpose and a copy filed with the proper city clerk or clerk of the Court of Common Pleas and by him preserved, subject to inspection. The terms of any adjustment or award, where such is the request of both parties, shall not be made public by the Board so long as complied with, and may not be in any case where publicity is not deemed by it advisable.

MEDIATION NOT ON APPLICATION.

SECTION 8. Whenever it is made to appear to a mayor or probate judge in this state that a strike or lockout is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the controversy, and the number of employes involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise than on application aforesaid, that a strike or lockout is seriously threatened, or has actually occurred in this state, involving an employer and his present or past employes to the number named, it shall be the duty of the state board to put itself in communication, as soon as may be, with such employer and employes.

SECTION 9. The board, in such cases, shall endeavor, by mediation and conciliation, to effect an amicable settlement between the parties, or,

if that seem impracticable, endeavor to persuade them to submit the matters in dispute to a local board of arbitration and conciliation, hereinafter provided for, or to the state board; and should an adjustment or arbitration be not reached, said state board may, if it deem it advisable, investigate the cause of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause, and assigning such responsibility or blame. Provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such investigation and publication shall, at the request of the other party, be made; and the expense of any publication under this act shall be certified and paid as provided herein for payment of fees.

LOCAL BOARD OF ARBITRATION.

SECTION 10. The parties to any such controversy, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation. Such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third who shall be chairman of the board.

SECTION 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it; but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or of the Court of Common Pleas of the county in which the controversy arose, and a copy thereof shall be forwarded to the state board.

SECTION 12. Each of such local arbitrators shall receive from the treasury of the county in which the controversy exists, upon the approval of the state board, the sum of three dollars for each day of actual service, not exceeding ten days for any such arbitration.

GENERAL PROVISIONS.

SECTION 13. Said state board in the discharge of its duties, may subpoena as witnesses persons believed to have knowledge of the matters in controversy and examine them under oath touching matters under investigation, and require the production of books and papers. Subpoenas may be signed and oaths administered by any member of the board. A subpoena or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case

may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasury of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the board or a member thereof, that such fees are correct and due. And the board shall have the same power and authority to maintain and enforce order at its hearings and obedience to its writs of subpoena as by law conferred on the Court of Common Pleas for like purposes.

SECTION 14. Witnesses subpoenaed by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance and said board, or a member thereof, shall certify the amount due such witness to the auditor of the county in which the controversy exists, who shall issue his warrant upon the treasurer of said county for the said amount.

SECTION 15. The members of said state board shall each be paid five dollars a day for each day of actual service and their necessary traveling and other expenses. The chairman of the Board shall certify the amount due each member and on presentation of his certificate the auditor of state shall draw his warrant on the treasurer of state for the amount. The adjutant general shall provide suitable rooms for the state board.

SECTION 16. It shall be the duty of county and municipal officers and authorities to aid the state board in promoting settlement and arbitration of such controversies, in the manner approved by it. And the sheriff of any county where any strike or lockout exists, shall, on request of said board, provide a suitable place and facilities in the court house or elsewhere for any hearing before it.

SECTION 17. Whoever wilfully hinders, interferes with or obstructs the state board of arbitration, or any local board, or a member of either, in the discharge of any of its or his duties shall be guilty of a misdemeanor, and, on conviction, punished as for obstructing or impeding an officer under Section 6907 Revised Statutes.

SECTION 18. The term employer in this act includes several employers co-operating with respect to any such controversy, and the term employees includes aggregations of employees of several employers so co-operating. And where any strike or lockout extends to several counties, the expenses incurred under this act not payable out of the state treasury, shall be apportioned among and paid by such counties as said board may deem equitable and may direct; the singular may include the plural number, and vice versa, and one gender any other. Any party to any such controversy may act hereunder personally, or through an agent or

attorney duly authorized; the authorization in any case being established as the board may approve or direct, but the names of employes appointing in writing such agent or attorney shall not be disclosed by it. And one so authorized and by the board recognized as the agent or attorney of a party to any such controversy shall be recognized and dealt with as such by the other party thereto, in all matters before the board. A majority of the employes in the department of business in which the controversy exists must concur in any action by them under this act, which in any reference thereto, may be designated "The Arbitration Act."

SECTION 19. The state Board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the friendly relations of, and to the speedy and satisfactory adjustment of controversies between employers and employes.

SECTION 20. That an act entitled "An act to provide for a state board of arbitration for the settlement of differences between employers and their employes and to repeal an act entitled 'An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employes,' passed February 10, 1885," passed March 14, 1893; the act amendatory of Section 7, 9, 13 and 16 of the above entitled act, passed May 21, 1894, O. L., Vol. 91, page 373, and the act amendatory of Sections 4, 13 and 14 thereof, passed April 27, 1896, O. L., Vol 92, page 324, be and the same are hereby repealed; provided such repeal shall not effect the terms of the present members of the state Board of Arbitration, at the conclusion of which terms respectively, those of their successors shall begin.

SECTION 21. This act shall take effect on its passage.

We submit herewith the report of the Secretary which sets forth somewhat in detail the actual workings of the Board during the year. This does not, however, cover all the work of the Board, but deals only with the more important disputes which have been brought to our notice.

In addition to the cases reported, other strikes have occupied the attention of the members and have been the occasion of frequent conferences.

Governor, in conclusion we desire to express to you our gratitude and appreciation for your uniform courtesy, valuable assistance and wise counsel during the year.

Very respectfully,

SELWYN N. OWEN,

R. G. RICHARDS,

JOSEPH BISHOP,

State Board of Arbitration.

STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION.

COLUMBUS, January 2, 1901.

To the State Board of Arbitration:

GENTLEMEN — I hand you herewith a report of the cases that have come to the notice of the Board during the year 1900.

Very respectfully,

JOS. BISHOP, *Secretary.*

SECRETARY'S REPORT.

In presenting to you my report of the work of the Board for the year 1900, I wish to call attention to the marked increase in the number of strikes and lockouts during the year, which in the aggregate were higher than for any year since the organization of the Board. These controversies have not been limited to any one branch of industry or class of labor, but have been general and have extended to nearly all manufacturing interests, besides steam and street railroads. However, it is gratifying to know that with very few exceptions these frequent differences between employer and employed did not involve large numbers of men, were of short duration and did not seriously interfere with the business affected.

In submitting a report of the cases herein mentioned, I desire to say that many other minor difficulties were brought to our attention and occupied much of our time, but were not such as to require a meeting of the Board. In nearly all such cases, however, the Secretary was in communication with the parties, bringing them together in friendly conferences with each other, advising and urging moderation and fairness on the part of all concerned and in a general way endeavoring to promote harmonious relations between employers and employees.

In every branch of business there has been an unusual degree of activity. Prices have advanced and this improvement in business doubtless led the working people to demand higher wages and shorter hours. It is safe to say that these movements for improved conditions have in nearly all cases been successful and that wages generally have been advanced and in several industries a shorter work day has been established.

In my report to the Board for 1899, I called attention to the seeming indifference or neglect of the mayors and probate judges to notify the Board of threatened or existing strikes or lockouts, notwithstanding the duty to give such notice is imposed upon them by the arbitration law of the State. It rarely occurs that the Board receives information of this character, except through the public press. In fact, but one official notice of strike was received during the past year. It was doubtless the purpose of the law, that official information should be immediately communicated to the Board, to enable it, if possible, to prevent threatened difficulties and promptly to adjust such as may have occurred.

The neglect or failure of the mayor or probate judge to "notify the State Board" deprives it of the opportunity to act in the earlier stages of labor differences while friendly relations exist between em-

ployer and employes and adjustments are easy; and in many cases have lead to serious and extended strikes involving heavy loss to all concerned. There seems but little doubt that if the Board received prompt official notice as required by law; and the support of municipal authorities generally which its work merits and demands, strikes and lockouts would be less frequent and harmful. I therefore suggest that the statute be so amended as to cover the matter herein submitted.

Permit me again to invite your attention to the opposition of certain employers to labor unions, and their persistent refusal to meet or deal with the authorized representatives of their employes. The hostility of employers to labor organizations, and denying the right of representation to working men is a most fruitful source of labor difficulties. As stated in our last annual report, "The laws of the state recognize labor unions. The State Board of Arbitration is required to deal with the officers or other representatives of such organizations in the adjustment of disputes. If the employers were required to do likewise, strikes and lockouts would be less frequent." I therefore renew my suggestion, that the law governing this Board be amended so as to require employers to recognize and deal with the authorized agents of their employes. With such an amendment in force it is fair to assume that labor controversies will more readily yield to conciliatory influences and the work of the Board become more effective.

By reference to the report of the Board for 1898 we find the following: "The strikes involving the largest number of employes and which were most extensive in their influence and caused the greatest loss in wages and in business, with which this Board has had to deal, have been caused, or at least protracted, as above indicated."

And again in our last annual report; "The recent observation and experience of the Board in such cases affords a striking illustration of the far-reaching and damaging consequences that follow such a course. It is safe to say that the most disastrous strike, and which was attended by a reign of terror, rioting, destruction of property and blood shed, unknown in the history of labor troubles in the state, resulted during the year just closed, and was aggravated and prolonged by the refusal of the employer to deal with the authorized representatives of labor unions."

Acting under your instructions copies of our last report were sent to the individual members of the Boards of Arbitration in the several states where such boards have been established, accompanied by a letter, inviting their attention to, and requesting their views, as to the proposed amendment to the arbitration law of this state, contained therein. The following is the letter referred to:

STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION.
COLUMBUS, August 15th, 1900.

HON. L. P. McCORMACK, *Labor Commissioner, Indianapolis, Ind.:*

DEAR SIR:— I send you by this mail a copy of our Seventh Annual Report. I desire especially to call your attention to that part of the report, looking to legislation requiring temporary resumption of operations in cases of emergency, found on pages seven and eight.

Our Board would be pleased to have your views in concise form as to the expediency and wisdom of the legislation suggested. Any criticism or suggestion of alteration will be most welcome. Very respectfully,

Jos. BISHOP, *Secretary.*

Our communication did not receive the attention, or at least did not meet with the general response the subject merited; however, the replies received are worthy of careful thought and are herewith submitted for your consideration.

THE LABOR COMMISSION OF INDIANA.

INDIANAPOLIS, October 22d, 1900.

HON. JOSEPH BISHOP, *Labor Commission, Columbus, Ohio.:*

DEAR SIR:— I am in receipt of your favor of the 28th ult. asking for a copy of our report. My absence from home is the cause of delay in answering.

The law requires the Indiana Labor Commission to issue its report biennially. Our second report is in course of preparation, and when it is published I shall mail a copy thereof.

I have been very much interested in the proposition you sent me some weeks ago in your annual report, in reference to enforced arbitration. The proposition was taken before our State Federation of Labor. It did not receive the attention it merited and that I hoped would be given it, the reason therefor being lack of time. I had expected every week to pass through Columbus on my way east, and had hoped to meet and talk with you about the matter. This is the reason I did not answer your letter promptly. At first I did not take kindly to the idea of enforced arbitration, but the more I study the matter the more I am convinced that the frequent recurrence and ferocity of strikes makes imperative a demand for more drastic legislation.

There are three parties to every strike: The employers, employe and the public—the latter being the biggest fellow of all. In future legislation, his rights and interests must be considered.

I will be in Columbus sometime between the 8th and 17th prox, and hope to meet you and discuss this question. Meanwhile, if you have anything prepared to submit to your legislature, I would like to have a copy.

With best wishes, I am, yours fraternally,

L. P. McCORMACK, *Labor Commissioner.*

STATE OF NEW JERSEY,

BOARD OF ARBITRATION.

LODI, N. J., August 21st, 1900.

HON. JOSEPH BISHOP, *State Board of Arbitration, Columbus, Ohio*:

DEAR SIR:—Your letter under date August 15th, and your Board's report has reached me, and I have been looking it over carefully, and meets with my views on this subject, and I think would prevent a great deal of inconvenience to both parties involved in cases of strikes and also to the general public. Where it comes to the clause in the report on page seven it reads, looking to the suspension thereof for a period not exceeding ——— days. How many days do you think would be justifiable? I think six days would be sufficient. I do not think if a law like this was enacted it would be a great help to the Boards of Arbitration and to all parties concerned. Very respectfully yours,

JACOB VAN HOOK.

STATE OF NEW JERSEY.

BOARD OF ARBITRATION.

TRENTON, August 26th, 1900.

HON. JOSEPH BISHOP, *State Board of Arbitration, Columbus, Ohio*:

DEAR SIR:—Your favor at hand, contents carefully noted. In reply, will say that we will consider questions asked at our next meeting, and will write you not later than September 10th. Very respectfully,

W. M. DOUGHTY, *Chairman*.

UTAH STATE BOARD OF LABOR, CONCILIATION AND ARBITRATION.

SALT LAKE CITY, August 28th, 1900.

HON. JOSEPH BISHOP, *State Board of Arbitration, Columbus, Ohio*:

DEAR SIR:—Please accept thanks for copy of your Seventh Annual Report. You call my attention to that part of the report which looks to legislation requiring resumption of relations in cases of emergency, and request an expression of my views in relation thereto.

The following is a brief summary of proposed enactment, as I understand it:

When, in consequence of a lock-out or strike, the public peace and life and property appear to be endangered, the Board of Arbitration would be authorized to issue a recommendation, to be served upon each party to the dispute, to resume labor relations, pending adjustment. In case of non-compliance, the fact could be conveyed to the appropriate prosecuting officer, whose duty would be to apply to the Court of Common Pleas, or a judge thereof, for an order to enforce such recommendation. Such court or judge would be empowered to issue a summary notice to the parties, directing them to appear and show cause why such order should not be made. The court or judge would have authority to modify such recommendation as might be advisable, and to issue an order directing the parties to the dispute to obey it. The penalty for disobeying the order or interfering with its execution, would be summary punishment as for contempt.

The object of the proposed amendment is most laudable. I must frankly state, however, that, in my view, if it were enacted it would not stand the test of the courts, on constitutional grounds. It would probably be assailed as aiming

at an abridgment of the liberty of the citizen. If citizens individually or aggregately, could, by legislative enactment, be compelled to resume disrupted business relations for one hour, the same process could be made perpetual. I am unable to understand how the acceptance of a "recommendation" could, by any legal process, be enforced upon the party to whom it is tendered. I take the same view in relation to the application of force upon parties to compel them to enter into a contract without their consent. Yours very respectfully,

JOHN NICHOLSON.

STATE OF NEW JERSEY,

BOARD OF ARBITRATION.

BOUND BROOK, N. J., September 5, 1900.

HON. JOSEPH BISHOP, *State Board of Arbitration, Columbus, Ohio*:

MY DEAR SIR:—Yours of August 15th at hand and should have been answered sooner but have been on my vacation. In my opinion the amendment you propose is a wise one and should have due consideration from your legislature. Very often small differences arise between employer and employes which if taken in hand at once could be adjusted satisfactorily, thereby avoiding a strike. I believe in meditation and conciliation, and think a great deal of good work can be done in that line if the parties interested would agree to these conferences. I do not believe in compulsory arbitration except in extreme cases, such as the St. Louis and Cleveland street car line strikes, where life and property were at stake.

At a meeting of the Board, it was suggested that a meeting be held at some central point and a delegate from each state that have a Board of Arbitration be sent to represent them and talk over these matters and see if some plan cannot be devised to have the laws uniform as near as possible in the different states. I think this suggestion should be followed up, as it would no doubt bring good results. What is your opinion in the matter?

Will be pleased to hear from you at any time.

Very respectfully yours,

JOHN W. DENT.

STATE OF NEW JERSEY,

BOARD OF ARBITRATION.

LOD, N. J., September 12, 1900.

HON. JOSEPH BISHOP, *State Board of Arbitration, Columbus, Ohio*:

MY DEAR SIR:—At a meeting of the Board of Arbitration held at Trenton, your letter and report was discussed, and the subject referred to by your Board, duly considered and meets with the views of our Board, and we believe would prevent a great deal of inconvenience to both parties involved in cases of strikes, and also to the general public. Where it comes to the clause in the report on page seven, it reads looking to the suspension thereof for a period exceeding ——— days; we think this should read ten days.

We believe if a law was enacted like this, it would be a great help to the Board of Arbitration and to all parties concerned.

We also believe in compulsory arbitration in extreme cases like the strikes in St. Louis and Cleveland; we also believe if the Board of Arbitration of the different states could meet in convention in the future at some central point, in whole or in part, it would prove beneficial. Yours very truly,

STATE BOARD OF ARBITRATION OF NEW JERSEY,

J. Van Hook, Secy. Pro Tem.

STATE BOARD OF ARBITRATION AND CONCILIATION.

MADISON, WIS., October 22d, 1900.

HON. JOSEPH BISHOP, *State Board of Arbitration, Columbus, Ohio:*

DEAR SIR:—I received the report of your Board for which I am obliged and I send you under another cover our reports for the years '95, '96, '97 and '98. I have carefully read the paragraph you allude to in your letter, and I am very favorably impressed with it, and I think it would be a good move, but you know how queer some of the labor leaders are, and if it did not just strike their fancy, they would fight it to the bitter end. I have had some talk with them about it, but it is hard to get an expression from them, in regard to it. We have a few leaders in this state that fight us at every point they can. Yours truly,

GEO. E. WILLETT.

COMMONWEALTH OF MASSACHUSETTS,

STATE BOARD OF ARBITRATION AND CONCILIATION.

BOSTON, November 18th, 1900.

GENTLEMEN:—We beg to present to you our regrets that your letter of August 8 has remained so long unanswered.

The reason for the delay is the fact that this Board has been reorganized owing to the retirement of the chairman, and we have since lately organized.

We are especially sorry that the delay should have occurred after receiving your first favor, as we were much pleased to have a communication from a Board in a sister state on matters of our common interest, and we feared lest the silence should be misunderstood.

We have examined a copy of the proposed act set out in your Seventh Annual Report which you kindly sent us.

We would suggest that the expediency and wisdom of such legislation depend very largely upon the state of feeling in the community as to compulsory arbitration, and also upon the probable number of formidable and unwieldy cases which would require such treatment. While it has so happened in this state that we have not had to deal with these great upheavals in the industrial world which would call for emergency provisions, we are fully aware that in some of the states they have occurred, and that in those communities such a provision as you suggest might be advisable, if not indeed absolutely necessary.

Judging from our own past history we should say that the proposed legislation would not be necessary here, but it may well be an assistance to you in your work in Ohio. We are only a little state, you know, and it has not seemed to be our lot to meet with those far-reaching convulsions which require drastic methods.

So far as this State is concerned, and that is the limit of our experience, it is doubtful whether such a proposition could ever become a law because of the sentiment both among the laboring classes and employers of labor, against any-

thing that looks like compulsory arbitration. Whatever can be construed into an infraction of the right of a man to do as he thinks best under the laws seems to meet with determined opposition from all classes, and until something shall happen to stir up the community to the necessity of such legislation, it would fail.

While this is not true here, it may still be true with you that the people have seen the necessity of such legislation and would approve it.

We assure you that we feel honored by your request for an opinion and hope that we may in future be brought nearer together in our common work. We should be pleased to learn of the result of your movement in the direction indicated, and wish you all success in it.

Yours respectfully,

BERNARD F. SUPPLE, *Clerk.*

AMALGAMATED ASSOCIATION OF ST. RAILWAY EMPLOYES OF AMERICA.

DETROIT, MICH., November 15, 1900.

HON. JOSEPH BISHOP, *Secretary State Board of Arbitration, Columbus, Ohio:*

DEAR SIR AND BROTHER:—Your communication of November 7th at hand and contents noted, and in reply I would say, there was a bill introduced at the recent session of the Michigan Legislature, and there is a bill standing over from the last session, which there was some talk of having the Governor recommend; but I am opposed to it, as it would advise that the Chairman of the Board of Arbitration must be a lawyer of at least 10 years' experience, and his salary to be \$2,500; while the other members are to receive \$500, two to be in the lower peninsular and two in the upper. I opposed it as I look upon it merely as a scheme to get a political office for some lawyer. We had another amended bill of which I thought I had sent you a copy, but I must have been mistaken.

The Secretary and myself have been discussing the advisability of calling together the Boards of Arbitration of the different states, and discussing the arbitration laws. Now, I note by the papers that at this coming convention of the American Federation of Labor the proposition for compulsory arbitration will again come up. I am opposed to compulsory arbitration. I know that a great deal of stress is laid upon compulsory arbitration in New Zealand; but I do not think New Zealand a criterion to be guided by. I would like to know your opinion on compulsory arbitration, and how far you think such a proposition can safely go. I believe in voluntary arbitration, as you are aware, and always have been; but I cannot favor compulsory.

Again, under the Constitution of our State and National Government I do not think it could be worked.

Remember me to Judge Owen and Little.

Fraternally yours,

W. D. MAHON, *International President.*

Mr. Mahon is Chairman of the State Court of Mediation and Arbitration, of Michigan.

DEPARTMENT OF LABOR,

WASHINGTON, D. C. August 22, 1900.

HON. JOSEPH BISHOP, *Secretary State Board of Arbitration, Columbus, Ohio:*

SIR:—Yours of the 15th inst., with a copy of your Seventh Annual Report, duly received.

I have read the recommendation contained on pages seven and eight, but before giving you my views upon it, as asked, I would like to inquire whether it is

the purpose of the recommendation to secure compulsory arbitration. It seems to me that that is the purpose, but I would like to know your own thought on the subject. I am, respectfully,

CARROLL D. WRIGHT, *Commissioner*.

To the foregoing communication we replied as follows:

STATE OF OHIO,

OFFICE OF THE STATE BOARD OF ARBITRATION.

COLUMBUS, September 19, 1900.

Hon. Carroll D. Wright, United States Commissioner of Labor, Washington, D. C.:

DEAR SIR:—Your letter of August 22d referring to the recommendation on pages seven and eight of the Seventh Annual Report of this Board was duly received. The writer has been absent much of the time during the past month, hence the delay in writing you.

You ask, "Is it the purpose of the recommendation to secure compulsory arbitration." In reply, I have no hesitation in saying that we do not advocate such a measure. In this connection, I desire to again refer you to the published report, see page five, first line of the fifth paragraph, in which we clearly state, "It is not our purpose to advocate compulsory arbitration." The recommendation is only intended to apply to cases, "where the destruction of property or life is imminent and the public peace endangered."

I trust you will find it convenient to favor us with your views on the subject, which I assure you will be fully appreciated.

I send you with this mail another copy of the report, and have marked certain paragraphs which I think will explain the views of the members of this Board with reference to compulsory arbitration.

Very respectfully,

JOSEPH BISHOP, *Secretary*.

In answer to the above, Mr. Wright sent the following interesting letter:—

DEPARTMENT OF LABOR.

WASHINGTON, D. C. October 19, 1900✓

HON. JOSEPH BISHOP, *Secretary State Board of Arbitration, Columbus, Ohio:*

DEAR SIR:—I thank you for your communication of the 19th of September. I beg your pardon for my delay in answering the same, but absence from Washington and a rush of work prevented.

I have been very much interested in the recommendations you make for an amendment to the existing law in your state, and I note what you say relative to the intention of the Board; nevertheless, it seems to me the language of the suggested amendment must be understood as providing for compulsory arbitration at a certain stage of a labor controversy, but only when the strike or lockout menaces the public peace and endangers life or property, or if the situation or condition accompanying such a strike or lockout is, in the opinion of the Governor, of such a nature as to justify him in calling out the militia, etc. Now, at this stage of the proceedings the Board of Arbitration can, in a proper way, make a recommendation looking to the suspension of the strike or lockout for a period not exceeding blank days. All this is very well, but the amendment provides that "It shall be the duty of said parties to comply with the same;" that is, the recommendation.

Non-compliance, and here is where the compulsory feature comes in—must be recognized, on information, by the prosecuting attorney, and after proceedings the Court of Common Pleas may issue an order for the enforcement of the recommendation. Here is the difficulty: Suppose the recommendation of the Board is to the effect that the employer involved in the controversy shall pay a certain wage, wages being the cause of the strike or lockout, and the wage ordered by the court is such, that should the employer pay it, the cost of his goods would be raised to such an extent as to prevent sales, or, if on a street railway, to prevent profitable operation. The employer has several methods which he can then adopt. If a manufacturer he can slight his goods by adulteration or otherwise, or by some other means enable himself to continue in business. Under the suggested amendment he cannot quit business without violating the order of the court and subject himself to punishment for contempt. He cannot pay the wages without destroying his business. Suppose, on the other hand, the recommendation is that the employes, instead of getting \$2 per day, for instance, shall accept the offer of the employer, which we will say, for the sake of argument, is \$1.50 a day. The men have got either to work for that or be punished for contempt. How are you going to compel men to work for \$1.50 a day when they will not work for that? How can you with reason compel an employer to conduct his works at a loss? These illustrations may relate to conditions that would never arise again, yet they have arisen oftentimes. Of course, the suggested amendment guards against this complication by giving the court power to hear all the testimony in the matter, and providing that it may issue an order for carrying out the recommendation of the Board with such modifications as it may deem just and proper and promotive of the public peace and safety. Under this provision there would probably never arise a case under which the interests of both parties would not be fairly safeguarded, but this does not change the principles involved in the amendment.

The thought comes to me that all that is provided for in the suggested amendment is contained in the ordinary methods of injunction, which have been carried to such an extent as to bring the writ of injunction into some disrepute, although in its nature it is really the basis of protection to all men.

Another objection to the suggested amendment occurs to me, for the reason that it leaves the definition of a crime or a misdemeanor to a power outside the legislature. All misdemeanors to be punished by penalty of any kind should be defined by legislative enactment and not to be the result of the opinion of either a board or a court. The violation of a recommendation of the Board, as provided in your suggested amendment, accompanied by an order of the court, becomes a misdemeanor. This is always objectionable.

Should your amendment be pressed, it seems to me it should be limited in its operations to street-car lines and railroads, and should not be applicable to strikes and lockouts in productive establishments. The public at large is not particularly interested in a strike or lockout involving the operations or employes of a cotton factory; it is vitally interested in the operation of railroads, whether steam or street-car lines, and some method must and will be adopted to prevent the suspension of the operations of such enterprises. Railroad employes of all kinds are in a nature quasi-public servants, and the public has a right to insist that it shall not be disturbed by controversies which may arise between the managers and the employes. I am inclined to think that in this direction your suggested amendment has its chief value, and I should be thoroughly glad to see it tried in some states; for, while I have no particular sympathy with compulsory arbitration, so called, I am clearly of the opinion that the status of common carriers must be changed.

I am thoroughly in sympathy with your efforts to secure some plan which will enable State Boards of Arbitration to act more effectively than they have been able to act in the past. I more and more feel that in industrial establishments the

method so thoroughly in vogue in England, of having boards consisting of representatives of the employers and employes in each industry, is after all the better one. It has been applied with great success in that country, and in the boot and shoe trade, in the building trades, in foundries, and in some other lines in the United States it has met with gratifying success; but all such methods do not seem to be effective under the conditions specified in your suggested amendment.

Let me congratulate you on drawing an exceedingly well-constructed and logical amendment, and one recognizing thoroughly the interests of the three parties to all strikes and lockouts—the employers, the employes and the public. If the amendment should be tried in your State and work practically, as it in theory indicates, the public will certainly owe you an enormous obligation.

I am, respectfully,

CARROLL D. WRIGHT, *Commissioner*.

With a view of securing information as to the methods employed to promote settlements of labor troubles such as may be useful to the Board, and having heard frequent favorable comments on the operation of the arbitration law of New Zealand, I made request for a copy of the act. On this subject the following correspondence will explain itself:—

STATE OF OHIO,

OFFICE OF STATE BOARD OF ARBITRATION.

COLUMBUS, July 10, 1900.

To the Honorable Commissioner of Labor, Wellington, New Zealand:

DEAR SIR:—The members of the State Board of Arbitration of Ohio are deeply interested in the adjustment of industrial disputes and are endeavoring as best they can to promote more friendly relations between employer and employes. We are anxious to avail ourselves of any and all information that will be useful in promoting prompt and satisfactory settlements, to the end that strikes and lockouts may be of short duration and become less frequent.

Having read favorable notices in the public press of the arbitration laws of New Zealand, we will appreciate it if you will favor us with a copy of the same, together with such published reports and other information regarding the methods of the Arbitration Board and the operation of the law as you may have at your disposal. Thanking you in advance and kindly requesting a reply at your earliest convenience, I am, very respectfully yours,

JOSEPH BISHOP, *Secretary*.

NEW ZEALAND,

DEPARTMENT OF LABOR.

WELLINGTON, 30th August, 1900.

Jos. BISHOP, *Esq.*, *Secretary State Board of Arbitration, Ohio, U. S. A.:*

DEAR SIR:—I have the honor to acknowledge receipt of your letter of the 10th ult. and to reply.

I shall be happy to supply any information available on the subject of arbitration, and therefore send herewith copy of "Industrial Conciliation and Arbitration Act, 1894," with three amending acts. We have now before the House of

Representatives a bill consolidating and amending the acts, but this is in a state of flux and not reliable for quotation at present. You will find in my Annual Report for this year (sent herewith) a report of the cases under the act during last year. A book is now being printed for the Department of Labor giving the official text of all awards, etc., made under the arbitration act from its start, and when this is finished it will form a compendium of the results of a unique legislative experiment.

I believe that the best way of promoting friendly feelings between employer and employed is by removing causes of friction and giving security to each in regard to the pecuniary relations between them. When a workman is perfectly secured as to what his wages, hours, etc., will be for the next two years (by award of the court) he ceases to worry and fret himself and his master by individual bickerings or organized efforts to shorten his hours or increase his wages; he is safe. The employer, too, can take his contracts without fear, not exposed in the middle of a valuable order to be blackmailed by being told "Double my wages or I throw down my tools." The feeling of peaceful contentment the act has given to New Zealand, where there has been no strike or lockout since 1894, is invaluable. The extraordinary prosperity of the colony lately; its augmented exports and imports, and the very large increase of hands employed in manufactories, are all probably owing to the encouragement of trade by security of labor conditions. There is a moral side, too, the absence of bitter hatred on the part of a workman towards an employer who, by starving the workman's wife and children in the strike or lockout, has won the victory and compelled his adversary to terms. Men and masters are friends here, and vote side by side — very often on the same ticket.

Yours faithfully,

EDW. TREGEAR, *Secretary of Labor.*

The copy of the "Industrial Conciliation and Arbitration Act, 1894," and the Annual Report, received from Mr. Tregear are herewith presented for your consideration.

I respectfully invite your attention to the following correspondence relating to an exhibit of the work of this Board at the Paris Exposition of 1900.

UNITED STATES COMMISSION TO THE PARIS EXPOSITION OF 1900.

DEPARTMENT OF LABOR.

WASHINGTON, D. C., June 3, 1900.

HON. JOSEPH BISHOP, *Secretary State Board of Arbitration, Columbus, Ohio:*

DEAR SIR: — The French in their Exposition in 1900 are making an effort to duplicate their very successful exhibit in social economy which they had in connection with the Exposition of 1889. For the first time a special building will be provided for these exhibits. The United States Exposition Commission is very desirous that this country should be adequately represented in this work, and as the special agent of the Section of Social Economy, I hope that I can have the benefit of your co-operation.

The purpose of this exhibit is to bring together documents, plans, charts, etc., illustrating social institutions in all countries so that a comparative study of the experiences of different countries can be made. As a part of the American exhibit, we desire to show fully the work done by state boards for the arbitration

of labor disputes, and therefore, request that you prepare an exhibit of the work of your board.

A complete set of your reports and any printed forms or regulations used by you will answer for an exhibit, though we should like very much to have in addition to these a specially prepared pamphlet setting forth the history of the Board, its organization, method of work and results accomplished since its establishment, with tables or charts illustrating for a series of years, the number and importance of disputes settled, and any other information concerning the operation of arbitration in the state.

Hoping to hear from you favorably in this matter, I remain,

Very truly yours,

WILLIAM D. WILLOUGHBY,
Special Agent, Education and Social Economy.

To this request of Mr. Willoughby we made reply as follows:—

STATE OF OHIO,

OFFICE OF STATE BOARD OF ARBITRATION.

COLUMBUS, August 4, 1899.

*Hon. William D. Willoughby, Special Agent, Education and Social Economy,
United States Commission, Paris Exposition:*

DEAR SIR:—Official duties have prevented an earlier acknowledgment of your favor of June 3d. I have now to say that it would be a pleasure for the State Board of Arbitration of Ohio to furnish you with the exhibit requested for the Paris Exposition. It will comprise a bound volume of a complete set of our reports, including that of 1899, together with a copy of the arbitration law of the State, the blank forms, rules, etc., and a summary of the work of the Board from its organization May 29, 1893, until December 31st, 1899.

Very respectfully yours,

JOSEPH BISHOP, *Secretary.*

— The exhibit, as indicated in the foregoing letter, was prepared and forwarded to Mr. William D. Willoughby, January 23rd, and was acknowledged by the following communication:—

UNITED STATES COMMISSION TO THE PARIS EXPOSITION OF 1900.

DEPARTMENT OF LABOR.

WASHINGTON, D. C., January 27, 1900.

HON. JOSEPH BISHOP, *Secretary State Board of Arbitration, Columbus, Ohio:*

DEAR SIR:—I am in receipt of the volume of your report and wish to thank you very much for your compliance with my request. The exhibit is in precisely the form desired. I remain, very truly yours,

WILLIAM D. WILLOUGHBY,
Special Agent, Education and Social Economy.

No further attention was given to the subject, and in fact nothing more was expected, until the following letter was received:—

UNITED STATES COMMISSION TO THE PARIS EXPOSITION OF 1900.

DEPARTMENT OF EDUCATION AND SOCIAL ECONOMY.

20 AVENUE RAPP, PARIS, FRANCE, October 24, 1900.

Secretary Board of Arbitration of Ohio:

DEAR SIR:—I hereby notify you that the revision of the awards granted by the International Class and Group Juries of the Paris Exposition of 1900 is completed by the Superior Jury, and the decisions now reached are final and official.

The exhibit of the State Board of Arbitration of Ohio in Class 103, Group 16, received a silver medal. Yours very respectfully,

HOWARD I. ROGERA,

*Director of Educational and Social Economy.*Approved: FERDINAND W. PECK, *Commissioner General.*

The medal referred to in the above letter has not yet been received. We are informed, however, that it will be forwarded through the office of the Commissioner General during the coming year.

The work of the Board during the past year, as in preceding years, has been almost entirely in the line of mediation and conciliation, which experience teaches is generally more acceptable to both employer and employed and under the present law is the best, or at least, the most effective service the Board can render, except, perhaps, when the parties to a controversy submit their differences to it for arbitration, or in extreme cases where formal investigation may be required.

In closing this report, it becomes my painful duty to record the death of our honored and upright colleague, General John Little.

From the organization of the State Board of Arbitration, May 29, 1893, until his death on Thursday, October 18, 1900, he was its most zealous and useful representative, ready at all times, and untiring in his efforts, to promote prompt and amicable adjustments of disputes, and labored earnestly and faithfully to establish harmonious relations between employer and employed.

In the settlement of controversies brought to the attention of the Board, his advice was indispensable; and we cheerfully bear testimony to the fact, that whatever degree of success may have attended the work of the State Board of Arbitration, it is due to the patience, wisdom, loyalty, devotion, earnest endeavors and wise counsel of our departed colleague and beloved associate and friend, General John Little.

His eminent character and ability and the high esteem in which General Little was held by others with whom he was associated are attested in the following extract from the memorial address adopted by the Greene County Bar Association, and which we are pleased to embody in this report:

"As a citizen he was public spirited; ready at all times to further any enterprise for the betterment of the community. He encouraged manufacturers, by voice and purse; was active in municipal reform, favored all needful public improvements and otherwise manifested his solicitude for the material welfare of the community in which he lived. In short, John Little was a statesman, a lawyer of high repute, a public servant loyal to every trust, a true patriot, a lover of his kind, a devoted husband and father, and, better than all, a high minded honorable citizen."

The survivors of General Little on the State Board of Arbitration, adopted the following preamble and resolutions:

In Memoriam.

OFFICE OF STATE BOARD OF ARBITRATION.

COLUMBUS, OHIO, October 22, 1900.

At a meeting of the survivors of Honorable John Little, deceased, of the State Board of Arbitration, held this day, the following preamble and resolutions were adopted:

WHEREAS, Hon. John Little, who since the creation of this Board over eight years ago, had been an active and untiring member thereof, has been removed from the Board by the hand of death; and,

WHEREAS, We feel that we cannot do less than cause the records of this Board to bear testimony in some form to the great loss we have suffered and so deeply feel; therefore, be it

Resolved, That in the loss of General Little the cause of official arbitration in Ohio has sustained a loss almost beyond repair, and his survivors of the Board have been stricken not only with a keen sense of the great public loss which has been visited upon the State, but by a bitter stroke of personal bereavement in the death of our honored and beloved colleague and companion, whose zeal, devotion, large experience and great sense so pre-eminently fitted him for the delicate and responsible duties of official peacemaker of the State.

Resolved, That to the bereaved family of our fallen comrade we tender our profoundest sympathy and the assurance that we share with them the unspeakable sorrow which enshrouds their hearts.

Resolved, That the Secretary is hereby directed to spread this memorial upon the records of the Board; transmit a copy thereof to the family of the deceased; furnish a copy to the public press for publication and cause a copy to be embraced in its next annual report.

SELWYN N. OWEN, *Chairman*.

JOSEPH BISHOP, *Secretary*.

The vacancy caused by the death of John Little was filled by appointment by the Governor, on October 22, of R. G. Richards, of Steubenville.

THE BLACK CLOAK COMPANY, TOLEDO.

On December 30th, 1899, the newspapers reported a strike of about fifty tailors employed by The Black Coak Company, Toledo.

Inquiry developed the fact that the firm presented a reduced scale of wages to their employes who refused the proposition and ceased work. The company were unable to secure new hands at the proposed reduction and after being idle two weeks a satisfactory settlement was arranged and the men returned to work.

DRUGAN AND COMPANY, COLUMBUS.

About January 5th the tailors in the employ of Drugan and Company, Columbus, went out on a strike because of the dismissal of one of their number, all of whom were members of Journeymen Tailors' Union No. 27.

Upon inquiry, it was learned from the representatives of the men that in September, 1899, the firm imported a coat maker from a distant town, who upon his arrival commenced work for Drugan and Company in a private room remote from the tailoring establishment and who employed his wife as an assistant; that soon after the arrival of the new man he joined the union on the condition that his wife should retire as his assistant; that for a number of years the tailors union has refused to allow women helpers on coats, for the reason that such a system was a sweat shop method of work and detrimental to the business; that the new man abided by the decision of the union and refused to allow his wife to work and for this action he was discharged; that the executive board of the union waited on the firm who promptly reinstated the discharged man and within a short time he was again discharged; that the union officials again took the matter up but the firm refused to receive them and declared that in future it would ignore the union and would only deal with the tailors as individuals; that in prosecuting the strike against Drugan and Company the Journeymen Tailors Union was contending against sweatshop methods and for the principle of organization and would continue the movement until the company yielded to their demands.

On being interviewed on the subject of the controversy the company stated that the new man was employed with the understanding that his wife was to assist him and that no objections were offered by the tailors when the arrangements were suggested to them; that the man wanted the assistance of his wife for the reason that she was accustomed to certain parts of the work with which he was not familiar;

that when he entered the service of the company both he and his wife worked in a room near the establishment, but by the action of the union, making it compulsory for all work to be done in the shop they were afterwards located with the other tailors; that being coerced, the man finally joined the journeymen tailors' organization and refused to work with his wife and was thereupon discharged; that the firm would not be dictated to as to who it should employ or where the work should be done and had arranged to fill the places of the strikers, but were not permitted to do so because of the interference of the union or other persons in sympathy with the tailors; that the strikers had resorted to violence and threatened the new employes and in a general way had made it difficult to operate the business; that notwithstanding the objectionable conduct of the striking employes the company was willing to re-employ the old hands as individuals but not as union men and would not recognize the committee or other representatives of the union and would manage their business in their own way.

As is usual with such cases, both sides claimed they were the parties that had been imposed upon. Drugan and Company claimed the right to conduct their own affairs in any manner they desired, while the tailors declared the firm should not dictate the interpretation of the rules and laws of their organization.

Neither party desired the services of the Board and preferred to pursue the usual strike methods, rather than to accept or invite mediation. Feeling, however, that the trouble was such as could, and ought to be adjusted, the Secretary of the Board took up the matter and endeavored to bring the company and the men together in friendly conference with a view of settlement. The men favored such a meeting, and expressed a willingness to attend at any time or place, but the firm declined our friendly overtures and refused to entertain any proposition from the union. The Arbitration Committee of the Columbus Trades and Labor Assembly also called on the company and offered its services to restore friendly relations, but without success.

Each side had determined to maintain the stand it had taken and employed the usual strike methods to accomplish their end. The company succeeded in hiring some new men, who, upon learning the situation, either quit of their own accord or were persuaded to do so.

No disorder, violence or demonstration of any character was at any time attempted by the men. In fact, the movement was being carried on so quietly that the average citizen was not aware of its existence; and in view of such peaceful conditions and the determination of the parties to "fight it out," the Board did not regard the case as one calling for investigation under the law.

Twenty-five tailors were involved in the controversy which continued until about the first of September, when the Board was informed that the company yielded to the demands of the men.

AMERICAN STEEL AND WIRE COMPANY, CLEVELAND.

On January 15th several hundred rod mill workers employed at the three Cleveland mills of the American Steel and Wire Company ceased work because of the refusal of the management to grant an increase of wages.

Besides the mills at Cleveland, it is said the Company have similar establishments at Anderson, Ind.; Rankin, Pa.; New Castle, Pa.; Beaver Falls, Pa.; Braddock, Pa., and Pittsburgh, Pa., all of which were reported on strike.

From the best information at hand it was learned that on January first the union gave notice of a demand for an increase of wages of $7\frac{1}{2}$ per cent., scaled according to the work of the different employes. The reply was not made to the union, but the company bulletined notice that all of its employes had received an increase of seven per cent. from the first of the year. This, however, did not make the wage scale of the men in the different mills equal and the strike was declared, after the company had been given fifteen days' time to consider the demand.

The strike had been in progress only a few days when a number of the men holding the leading and best paying positions started one of the Cleveland mills and took the places of those on strike. This discouraged the men, and as the fight would have been a long one with the boss rollers making rods, it was deemed advisable to declare the strike off and the men returned to work January 17th.

CANTON AND MALVERN F. B. P. COMPANY, MALVERN.

On February 2nd, the following communication was referred to this Board by the Board of Public Works:

MALVERN, OHIO, February 1st, 1900.

Commissioner of Public Works, Columbus, Ohio:

DEAR SIR:—Much dissatisfaction is being had here amongst the business men and the laboring men employed at the brick works of the Canton and Malvern F. B. P. Co., located at this place, in regard to receiving their wages regular once a month.

A year or so ago the workers refused to work until they were promised a regular monthly pay-day, which was granted—the date being the 15th of each month.

This practice was then kept up until a couple of months ago, when now the men are compelled to wait until the company gets ready or sees proper to pay them, and of course the business men have to wait on their money.

Up to this date the men have not received the pay they should have had January 15th, and are beginning to think that steps are being taken by the company to go back to their old way of paying, viz., when they get ready, as these works run nearly two years without any payday whatever.

If it's in your power to compel them to pay regular every two weeks or once a month, the laborers kindly ask you to do so at your earliest convenience.

Thanking you in advance, remain,

MANY CITIZENS.

The above request or application to the "Commissioner of Public Works" was evidently intended for the State Board of Arbitration; it was, however, indefinite and not specific as required by the statute which provides that "said application for arbitration and conciliation to said Board can be made by either or both parties to the controversy; and shall be signed in the respective instances by said employer or by a majority of his employes in the department of the business in which the controversy or differences exist, or the duly authorized agent of either or both parties."

As will be seen by this letter, the Secretary was unable to communicate with the aggrieved parties.

In order, however, to secure definite information on the subject, the following letter was sent to the Mayor of Malvern:

STATE OF OHIO,

OFFICE OF STATE BOARD OF ARBITRATION.

COLUMBUS, February 3d, 1900.

To the Mayor, or Justice of the Peace, Malvern, Ohio:

DEAR SIR:—I enclose herewith copy of a letter referred to this Board by the Board of Public Works. As you will notice, the letter is signed "Many Citizens," and therefore we are unable to communicate directly with the parties. Had the letter been addressed to this Board and properly signed, there would be no delay in official action, provided the case is within our jurisdiction. There need be no hesitation on the part of employers or employes in signing letters addressed to this Board; by so doing they will insure an early reply and prompt action. If the employes of the "Canton and Malvern F. B. P. Company" desire the services of this Board, they, or their agent, must present their grievances properly signed as required by law, otherwise the Board cannot take official action in the matter.

Enclosed you will find the necessary blank forms for making application. I also send you under separate cover, a copy of the law governing this Board and suggest that you hand the documents to the parties interested and make known to them the contents of this letter. Very respectfully,

JOSEPH BISHOP, *Secretary.*

To the foregoing communication we received the following reply:

MAYOR'S OFFICE.

MALVERN, OHIO, February 6th, 1900.

State Board of Arbitration, Columbus, Ohio:

GENTS:—Yours of late date to hand and noted. Will say that this is the first I knew of such a letter being sent you in regard to the difference existing between The Canton F. B. P. Company and their men, so that I am at a loss to know who to hand your blanks, law and rules of procedure to.

Of course this company is a little irregular in regard to their pay-day, but I don't know who the complainants are. Now from the tone of this letter of which you enclosed a copy, it seems it is the citizens that are largely making this complaint. If they don't like the company's way of doing business, all they have to do is not to deal with any of them. I don't see what obligations the company is under to the citizens or to their men. I think the company means to do what

is right by them if they will do the same by the company. I know this, that the company has lots of trouble making their collections, which is largely due to their irregular pay-days, and I think the men ought to be a little lenient.

Now as an official, if you will instruct me as to who I shall hand your blanks, law and rules of procedure to I will be glad to do so, as I don't know who the parties are making this complaint.

I await your future will in this matter. Yours respectfully,

J. W. ULMERN, *Mayor of Malvern, Ohio.*

To the letter of Mayor Ulmern we replied as follows:

STATE OF OHIO,

OFFICE OF STATE BOARD OF ARBITRATION.

COLUMBUS, February 7th, 1900.

Hon. J. W. Ulmern, Mayor, Malvern, Ohio:

DEAR SIR:—Your favor of the 6th in reply to our communication of the 3d inst, has been received. In reply this Board is not familiar with the situation referred to, neither do we know the company or any of its employes and have no information as to the relations between the "F. B. P. Company" and its workmen except that contained in the letter of February 1st from "Many Citizens," a copy of which is now in your possession.

As stated in my recent letter, if the employers or employes of your community desire the services of this Board, "they or their agents must present their grievances properly signed as required by law," otherwise the Board cannot take official action in the matter.

I am unable to "instruct you as to whom you shall give blanks and copy of the law, etc.," for the reason already stated that we are not acquainted with any of the parties interested. Very respectfully yours,

JOSEPH BISHOP, *Secretary.*

The mayor did not answer the above letter, but on February 20th we received the following:

MALVERN, OHIO, February 19, 1900.

Commissioner of Public Works, Columbus, Ohio:

DEAR SIR:—Some time ago word was sent you as to the pay-days of the Canton and Malvern F. B. P. Company. It is now nearly five days past the time of their regular established pay-day and the men have not yet received the wages due them.

We do not deem it necessary to inform you of the much dissatisfaction that is prevailing amongst the laboring men and the business men here, as you can imagine *this* to your *own* satisfaction.

The people here in general unite in asking you to do all in your power (if it be so) to compel them to establish a regular pay-day at least once a month. This would be satisfactory to all here.

Trusting that you will take action upon this matter at once, and thanking you in advance for so doing, we remain, Truly yours,

MANY CITIZENS.

No reply was made to the above communication for the reason that the subject received due consideration, in our correspondence with the mayor of Malvern. Being unable to secure the necessary in-

- formation to enable the Board to deal with the alleged grievance as required by law, the Secretary took no further action in the matter and no further complaint was made by "Many Citizens."

COLUMBUS METAL MANUFACTURERS, COLUMBUS.

On Thursday March 1st, the Board was informed that all union machinists in the city of Columbus went on strike for a uniform minimum rate of pay and for the recognition of their organization.

Besides the members of Buckeye Lodge No. 55, I. A. of M., a number of non-union men also ceased work in sympathy with the movement.

There was a wide difference of opinion as to the exact number of men involved. The manufacturers claimed that not more than two hundred and fifty men were on strike, while the machinists declared that twice that number were affected. From the best information available the following fairly represents the establishments and the number of men affected:

Jeffrey Manufacturing Company.....	65
Columbus Machine Company.....	48
Case Manufacturing Company.....	40
Rarig Manufacturing Company.....	34
Columbus Watch Company.....	12
Columbus, Sandusky and Hocking R. R. Shops.....	11
Hallwood Cash Register Company.....	10
Weinman Machine Company.....	7
J. C. Hearn.....	5
James G. Pulling.....	4
National Steel Company.....	2
Total	238

It is possible that a few more men were out in small shops, but not enough to materially change the above figures.

As stated, the men desired the recognition of their union and a uniform minimum scale of wages. With this end in view, they sent the following notice to all employers of machinists in the city:

BUCKEYE LODGE NO. 55, I. A. of M.

OFFICE OF SECRETARY, 877 LIVINGSTON AVE.

COLUMBUS, OHIO, January 19, 1900.

DEAR SIR:—At two o'clock p. m. on the first day of February, 1900, the machinists and employers of machinists of this city, will hold a conference in the parlors of the Chittenden Hotel, for the purpose of adjusting the scale of wages and other matters appertaining to the trade.

As any agreement made at this conference will be in force throughout the city on March 1st, you are respectfully requested to be represented.

Please notify the above address as soon as convenient who will represent your firm.

Respectfully,

WILLIAM DAVIS, *President.*

JOSEPH B. FOSTER, *Secretary.*

The above notice was ignored by the manufacturers and in consequence the following agreement was submitted for their acceptance and signature:

INTERNATIONAL ASSOCIATION OF MACHINISTS,

BUCKEYE LODGE No. 55.

COLUMBUS, OHIO, February 8, 1900.

The following agreement submitted by Buckeye Lodge No. 55, I. A. of M., is hereby tendered to for your signature, same to be complied with on or before February 15, 1900. Stipulations in said agreement to be in effect on and after March 1st, 1900:

1. The minimum shall be 25cts per hour.
 2. All overtime, Sundays and legal holidays, shall be paid for at price and one-half, and same not to be compulsory except in case of break down.
 3. No more apprentices shall be hired until the number shall have reached the legal rate of one for the shop and one for every five machinists.
 4. All machinists and subordinate foremen must have current working cards or permit obtained through the proper channels.
 5. Should it become necessary to reduce the force, men shall be given preference according to the length of their service, but no one shall be laid off while it is practical to reduce the hours of labor.
 6. No machinist shall be discharged for incompetency after he shall have worked thirty days.
 7. All disputes shall be settled between shop committee and management. Should they fail to agree, then to be referred to the Business Agent or Executive Committee of local lodge, or Grand Lodge officers, who, failing to agree, shall refer grievance to an arbitration committee.
 8. Fifty-two hours shall constitute a week's work—ten hours per day and five hours on Saturday, provided if men and management in any shop agree to work Saturday afternoon, the five hours to be paid at single price, but the working of same not to be compulsory.
 9. No man shall be asked to run two or more machines.
- (Signed)
-

The machinists claimed that the foregoing agreement had been signed by three of the employers, while the representatives of the Metal Manufacturers' Association were equally positive that none of their members had agreed to the proposed terms.

On March 3rd two members of the Board called on the Committee of the union and also visited the representative of the employers and

offered their services to arrange a friendly meeting between the parties with a view to a settlement. This offer of mediation was not at first acceptable to either side; each preferred to conduct its affairs in its own way and expressed the feeling that the opposite party would soon recede from its position. Yielding to the repeated solicitation of the Board, the representative of the machinists sent the following request to the employers:

INTERNATIONAL ASSOCIATION OF MACHINISTS, BUCKEYE LODGE
NO. 55.

OFFICE OF SECRETARY, 877 LIVINGSTON AVE.

COLUMBUS, OHIO, March 3d, 1900.

Mr. H. G. Simpson, Secretary Metal Manufacturers Association:

DEAR SIR:—Inasmuch as the Machinists' Union have never received any official notice as to the existence of a Metal Manufacturers Association, and having been informed by individuals who state they are members of the Metal Manufacturers Association and accepting through this channel the knowledge that such an organization does exist.

Therefore we, as the Executive Committee of Buckeye Lodge No. 55, I. A. of M., do hereby extend to the Executive Committee of the Metal Manufacturers Association of the city of Columbus a cordial invitation to meet in conference at any time and place that will be convenient to your Association.

Very respectfully,

WM. DAVIS, *Chairman Executive Committee.*

COLUMBUS METAL MANUFACTURERS ASSOCIATION.

COLUMBUS, OHIO, March 5, 1900.

Wm. Davis, Chairman Executive Committee, City:

DEAR SIR:—Replying to your communication of March 3d, I have to say that the Executive Committee of the Columbus Metal Manufacturers Association has decided to grant your committee the interview you ask. Inasmuch as the regular meeting of the Association will not be held until the evening of Tuesday the 6th inst., no time could be saved by holding conference before that date. Your committee may therefore call at the office of the P. Hayden Foundry and Machine Co., northeast corner of Broad and Scioto streets, promptly at 4 o'clock standard, on the afternoon of Tuesday, March 6th, when the committee of the Association will be present ready for the conference.

Please acknowledge receipt of this.

Respectfully,

H. G. SIMPSON, *Secretary.*

The conference was held at the time and place appointed. Both sides were fully represented and freely discussed all matters of difference, but were unable to reach an understanding. During the progress of the meeting the men presented the following revised proposition:

Agreement between and of the
International Association of Machinists.

Date.....

1. The minimum rate of pay for machinists shall be 25cts per hour. ^c
2. All overtime, Sundays and holidays, shall be paid for at price and one-half. Legal holidays shall consist of New Year's Day, Washington's Birthday, Decoration Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
3. The employment of apprentices shall be in accordance with the constitution of the International Association of Machinists, viz: One apprentice to each shop irrespective of the number of machinists employed and one to every five machinists thereafter.

It is agreed, however, that in shops where the number of apprentices now employed exceed the above ratio, no more boys shall be employed until the number shall have been reduced to the constitutional limit.

4. All machinists shall have current working cards of the International Association of Machinists.

5. When necessary to reduce the force of employes on account of slackness of work, the company hereby agrees that employes who have been laid off will be given first opportunity for re-employment, seniority and proficiency to govern.

6. In case of a grievance arising, the company to receive a committee of their employes to investigate, and, if possible, affect settlement. If no adjustment is reached, the case shall be referred to the company and the executive officers of Buckeye Lodge No. 55, I. A. of M., if no satisfactory settlement is agreed upon, the whole subject matter shall be submitted to a board of arbitration of five persons; two to be selected by each party to this contract. The four so selected shall choose a fifth arbitrator, and the decision reached by said board shall be binding upon both parties.

7. It is hereby agreed, when working hours can be mutually arranged by both parties to this contract, that Saturday afternoon shall be considered a half holiday.

8. Thirty days' notice shall be given prior to March 1st, 1901, by one party of this agreement to the other for any change desired in agreement or renewal of the same.

Signed for.....

.....

Signed for.....

.....

A meeting of the Manufacturers' Association was held after the adjournment of the conference and by unanimous vote rejected the above agreement. The action of the employers gave rise to the following correspondence which explains itself:

COLUMBUS METAL MANUFACTURERS ASSOCIATION.

COLUMBUS, OHIO, March 7th, 1900.

Mr. Wm. Davis, Chairman Executive Committee Machinists Union, Trades Labor Assembly Hall, Columbus Ohio:

DEAR SIR:—At the regular meeting of the Columbus Metal Manufacturers Association last night, action was taken upon the new proposition submitted at the

conference yesterday by Mr. O'Connell and your committee, and the Secretary was instructed to notify you of the following statement and resolution which was unanimously adopted:

In your first paragraph you set a minimum price of 25cts per hour, regardless of the ability of the workmen. We are willing to pay the amount asked to men who are competent in their line and who apply themselves to our best interests, setting every man's wages according to results obtained from each individual.

In your second paragraph you ask for one and one-half time for all overtime. This, in a great many cases would be a direct loss to the employer as practically all contracts are taken at a fixed price and figured on a basis of 10 hours single price work, and therefore no extra charges can be made against the purchaser, and any extra cost to the employer is a loss. However, we feel that 10 hours work is about all a man can stand and as justice to himself and employer, and therefore when it should become necessary from time to time to accommodate a customer, we think employes should receive time and a quarter for all over 10 hours work.

As to the third paragraph, we reserve the right to employ as many apprentices as our business demands.

As to your fourth paragraph, no discrimination will be made as between union and non-union labor. Any other course of action would be in violation of the constitution of the United States.

Your fifth paragraph says, "When necessary to reduce the force of employes on account of slackness of work, the company hereby agrees that employes who have been laid off, will be given first opportunity for re-employment, seniority and proficiency to govern." This is not objectionable.

As to your sixth paragraph, there is no occasion for a dispute. If any grievances should arise they will be dealt with in a fair and just manner by the employer.

The seventh paragraph provides, that when working hours can be mutually arranged by both parties to this contract, that Saturday afternoons shall be considered half holidays. We concede to this clause, subject to the will of the majority of the men in each shop.

We wish to say further that, when it is practicable for one man to operate one or more machines, or to do other work while his machine is running, he is expected to do so, but it is not the sense of this article to burden the employes with hardships but simply to keep him employed, as he is paid for his time during working hours.

Resolved, That the revised agreement presented by the Executive Committee of the Machinists Union is of such a character that it cannot be acceded to; that all employers construe the action of their men in going out as resigning their positions. Individual applications of these men for positions will be considered if made on or before Monday, March 12th. Respectfully,

H. G. SIMPSON, *Secretary*.

BUCKEYE LODGE No. 55.

COLUMBUS, OHIO, March 7th, 1900.

Mr. H. G. Simpson, Secretary Metal Manufacturers Association:

DEAR SIR:—Your favor of the 7th inst. at hand. We regret very much that you could not concur in our views of the agreement.

We herewith invite as the Executive Committee of the I. A. of M. another conference with the Executive Committee of the Metal Manufacturers Association at any time and place convenient to you. Respectfully,

WM. DAVIS, *Chairman Executive Committee*.

COLUMBUS METAL MANUFACTURERS ASSOCIATION.

COLUMBUS, OHIO, March 8, 1900.

Wm. Davis, Chairman Executive Committee, Trades and Labor Assembly Hall, City:

DEAR SIR:—Replying to your communication of the 7th inst. the Executive Committee of the Columbus Metal Manufacturers Association has instructed me to say that we will grant the interview requested, upon conditions that there will be present at the conference of the two Executive Committees two ex-employees from each shop, to be invited by the proprietors of the respective shops; said men to be from among those who are now on strike.

If this meet your views and we are advised of your acceptance by 10 a. m. Friday the conference will be held at the office of the Hayden Foundry Company at 10 o'clock a. m. standard, on Saturday the 10th inst.

Respectfully,

H. G. SIMPSON, *Secretary.*

Send answer to me direct.

BUCKEYE LODGE No. 55, I. A. of M.

COLUMBUS, OHIO, March 9th, 1900.

Mr. H. G. Simpson, Secretary Metal Manufacturers Association:

DEAR SIR:—Replying to your communication of the 8th inst. will say we will meet you in conference upon the condition that the two employees selected by the employers from each shop be members of Buckeye Lodge No. 55, I. A. of M.; and we also desire the privilege of selecting two representative stockholders from the various concerns interested to be present to an open and full discussion of all grievances now existing between the Metal Manufacturers Association and the I. A. of M.

Yours respectfully,

WM. DAVIS, *Chairman Executive Committee.*

P. S.—We desire your reply by 3 p. m. today, standard time.

COLUMBUS METAL MANUFACTURERS ASSOCIATION.

COLUMBUS, OHIO, March 9th, 1900.

Mr. William Davis, Chairman Executive Committee I. A. of M., Trades and Labor Assembly Hall, City:

DEAR SIR:—Yours of March 9th received. Our Executive Committee instructed me to say that they must stand by their action of yesterday as outlined in my reply to yours asking for a second conference.

I was also instructed to say that this must be accepted before 5 o'clock today or there will be no conference tomorrow as agreed upon in the action of yesterday.

Yours respectfully,

H. G. SIMPSON, *Secretary.*

This terminated all negotiations for the time being. The strike continued without any material change in the general situation until March 13th, when the employers sent the following communication to the men:

COLUMBUS METAL MANUFACTURERS ASSOCIATION.

COLUMBUS, OHIO, March 13th, 1900.

Mr. William Davis, Chairman Executive Committee Machinists Union, Trades and Labor Assembly Hall City:

DEAR SIR:—Enclosed you will find a statement adopted by the Columbus Metal Manufacturers Association at their meeting last night as a public announcement of the Association's position.

I have been instructed to forward this copy to you and to state that the Association has resolved to deal only with individuals in the matter of employment of machinists, and that this statement contains the ultimatum of the Association.

Yours respectfully,

H. G. SIMPSON, *Secretary.*

The following is the statement referred to in the foregoing letter of Mr. Simpson:—

STATEMENT.

1. We will pay to competent machinists a minimum rate of twenty-five cents per hour unless working by the piece, prices for which are to be mutually agreed upon.
2. We will pay time and a quarter from 6 to 10 p. m. Time and a half will be paid after 10 p. m., Sunday, Labor Day, July 4th and Christmas Day.
3. We will give apprentices who may be indentured by parents or guardians to serve the full apprenticeship period of four years, every advantage to learn the trade.
4. As heretofore, we will make no discrimination in the hiring of union or non-union men asking for employment.
5. When necessary to reduce the force on account of slackness of work, we will, when engaging men, follow our usual custom of giving preference to former efficient and trusted employees.
6. Any employe having a grievance will always be at liberty to make it known, and the endeavor will be made to adjust the same in a satisfactory manner.
7. When working hours can be mutually arranged between employer and employes, Saturday afternoons may be a half holiday.

The above will govern in the relations between employers and their employes in all cases. Recent employes are invited to apply for positions and in all cases where their places have not been filled they may be reinstated. The Association has resolved that employers will only deal with individuals in engaging machinists.

This action on the part of the Manufacturers' Association aggravated the situation. The Board renewed its efforts to reconcile matters and again succeeded in bringing the parties together, as will be seen by the following correspondence:

March 22d, 1900.

Mr. C. D. Hudgens, President Metal Manufacturers Association:

DEAR SIR:—Mr. Joseph Bishop, Secretary of the State Board of Arbitration, urges the committee of the Machinists Union to extend an invitation to your committee to meet in conference, and assures us that if such request is made it will meet with favorable consideration.

Yielding to Mr. Bishop's request, we, therefore, invite you to meet our committee with a view of endeavoring to reach a friendly settlement of existing difficulties.

Yours respectfully,

WILLIAM DAVIS,
Chairman Executive Committee.

To this letter Mr. Hudgens made the following reply:

March 22d, 1900.

William Davis, President Buckeye Lodge No. 55, I. A. of M.:

DEAR SIR:—Mr. Joseph Bishop Secretary of the State Board of Arbitration, has just delivered to me an application for another conference with the executive committee of the Columbus Metal Manufacturers Association, and as he has urged our committee to favorably consider the application for a conference that was made, we will therefore meet you at a time and place of which I will notify you as soon as an opportunity of communication with the various members of our committee and making the necessary arrangements for such meeting presents itself.

Yours respectfully,

C. D. HUDGENS,
President Columbus Metal Manufacturers Assn.

As a result of the persistent efforts of the Board the representatives of the manufacturers and the machinists again met in friendly conference. The first meeting was held on March 23rd, and continued from time to time until Thursday the 29th, when the following agreement was entered into:—

COLUMBUS, OHIO, March 29th, 1900.

Agreement between the Columbus Metal Manufacturers Association and the International Association of Machinists, Buckeye Lodge No. 55, Columbus, Ohio.

1. Minimum rate of pay for machinists shall be 25 cents per hour unless working by the piece, prices for which are to be mutually agreed upon between the employer and the employe. The rate for tool makers and die sinkers shall be 30 cents per hour. Machinists employed in tool rooms of machine shops not to be considered as tool makers and die sinkers.

2. All overtime from 6 to 10 p. m. shall be paid for at time and one-quarter. All overtime from 10 p. m., also on Sunday, Labor Day, Thanksgiving, and Christmas Days, shall be paid for at time and one-half.

3. In the employment of indentured apprentices one shall be allowed to the shops and one to every five machinists or fraction of five. The compensation for said apprentices shall be in accordance with the scale established by the International Association of Machinists as follows: 50 cents per day for the first year, 75 cents per day for the second year, \$1.00 per day for the third year, and \$1.25 per day for the fourth year. It is agreed, however, that in shops where the number of apprentices now employed exceeds the above ratio no more apprentices shall be indentured until the number shall have been reduced to the above limit.

4. In employing machinists no discrimination shall be made between union and non-union men.

5. When necessary to reduce the force employed it is agreed that when re-engaging men the preference shall be given to former efficient employes.

6. In case of a grievance arising employers agree to receive a committee of their employes to investigate and endeavor to effect a settlement. One-half of said

committee is to be selected by employers and the other half by employees; the latter may be members of the shop committee.

7. It is agreed that when working hours can be mutually arranged between employers and employees, Saturday afternoon may be a half holiday.

8. Machinists recently employed will be re-employed.

9. Such employees as are capable of doing work not requiring the skill of machinists shall not be affected by this agreement.

10. It is expressly agreed that if any employee is found guilty of interfering or annoying in any way, union or non-union employees such act will make the offender subject to immediate discharge.

11. Employees shall be governed by the rules regulating and governing the management of individual shops, the same being made part of this contract.

12. This agreement shall remain in force until January 1st, 1901, and any desire by either party to change, renew, or discontinue the same shall give notice thereof within thirty days prior to the expiration of this agreement.

Signed for Columbus Metal Manufacturers Assn:

By C. D. HUDGENS, *Pres.*

Signed for Buckeye Lodge No. 55, I. A. of M.:

By WILLIAM DAVIS, *Pres.*

Witnesses:

R. M. WEAVER.

C. M. WING.

On the resumption of operations by the Columbus Machine Company the general superintendent submitted the following code of rules to govern the shop:

Shop Rules and Regulations of the Columbus Machine Company, Columbus, Ohio. Shop Rules and Regulations:

1. The works shall be run on standard time.
2. The hours of labor shall be from 6:30 to 11:30 a. m., and from 12:30 to 5:30 p. m., except when it is arranged to make Saturday afternoon a half holiday, in which case the hours of labor shall be from 6:30 to 11:30 a. m., and from 12:00 to 5:30 p. m.
3. Employees shall be paid by the hour except when working on piece work or where specified duties are to be performed.
4. The whistle will be sounded ten minutes prior to the commencement of work and at the time of commencement and quitting work.
5. Each employee must have on his overalls and be at his post ready to begin work when the second whistle blows.
6. Taking off overalls and washing up before the whistle blows for quitting is strictly prohibited.
7. Blacksmith helpers must be on hand and have their fires built and ready for work when the whistle blows.
8. All employees must check in between the first and second whistles at morning and noon, also when leaving the shop. Otherwise it will mean a loss of time to them.
9. Employees coming into the works late will not be permitted to commence work until the next working hour.

10. Employees desiring to be absent will notify the foreman of their respective department at least twenty-four hours in advance, and when unexpectedly detained from work notice to that effect must be sent immediately.

11. The regular pay-days will be on the 4th and 18th of each month, the wages being made up to the first and 15th of that month.

12. Employees must not be called to the office except in case of necessity.

13. Any conversation between employees not necessary in carrying out their respective duties, also reading, whistling or any conduct but strict attention to work is prohibited.

14. Any employee leaving his machine or place of work for any purpose, except as it relates to the particular work he is doing, is prohibited.

15. Each employee will see that the bench, tools and machine used by him are kept clean and in proper order, and when in need of repair will report same to his foreman.

16. Employees injuring tools or machines, spoiling work or material through their own carelessness or incompetency, will be responsible for the same.

17. Any employee who spends more than five minutes at the water closet, or is found there within an hour after the whistle blows, will be subject to discharge.

18. Violation of any of the above rules renders the employee subject to discharge.

19. Each employee accepts his employer, so long as he remains in his service, as the sole judge of the value of his services and the wages to be paid therefor.

20. Foremen are expected to be in their places promptly, and are held responsible for the enforcement of these regulations.

21. These regulations are considered a part of the agreement with the International Association of Machinists, as well as with individual employees, and my signature hereto certifies my acceptance of these conditions.

The machinists refused to work under the above rules, declaring they were not only unreasonable, but in violation of the settlement-agreement entered into between the Columbus Metal Manufacturers' Association and Buckeye Lodge No. 55, I. A. of M.

Another strike being imminent in this shop, the company withdrew or modified the objectionable rules so as to conform to the general custom in similar establishments.

MARCUS FEDER'S CIGAR FACTORY, CLEVELAND.

On March 13th the Board received a communication from the Forest City Local National Stogie Makers' Union, requesting its services in adjusting a strike at the cigar factory of Marcus Feder.

Your representative visited Cleveland and upon inquiry learned that the strike was inaugurated on February 9th, and although the movement had been going on for almost five weeks, it was being conducted so quietly that the general public was not aware of the situation.

The men claimed that during the year 1900 there was general dissatisfaction among the hands and that a number of them had left the

factory on account of the company collecting stogies to replace the shortage discovered after the goods reached the packing room; that about January 1st the foreman proposed to the men that if they would bundle their work 100 stogies in a bundle, he would be responsible for all shortage; that the men, desiring to promote more friendly relations with the company, accepted the proposition of the foreman and at once commenced to bundle their work; that notwithstanding the arrangement between the men and the foreman as to the bundling of the work and responsibility for shortage, the company did on February 6th demand 522 stogies; that the shop committee called the attention of the foreman to the agreement and demanded its observance, but he refused to carry out its provisions and thereupon the men refused to supply the alleged shortage of 522; that on February 9th the company posted the following notice in the factory:

"On and after February 9th, this will be an open shop. No committee will be entertained. Only individuals will be allowed."

That this notice caused a lockout which was immediately followed by an organization of the bunchers and rollers representing several of the leading cigar factories, including the employes of Marcus Feder, all of whom had demanded an increase of from twenty-five to fifty cents per thousand for making stogies; that the company refused this demand and declared its intention to adhere to the notice of February 9, and ignore the union and its representatives and deal only with individuals; that the men had frequently requested a conference for the purpose of adjusting the controversy on a fair basis and still desired a meeting for that purpose.

Mr. Feder stated that prior to the strike he had always treated his employes with proper consideration and that his factory was provided with every facility for the comfort and convenience of employes and the conduct of the business; that prior to establishing the rule requiring the men to make up shortage, the hands were indifferent or careless, not only as to the character of their work, but also as to the actual number of stogies made; that as a matter of self-protection he was forced to collect shortage or suffer serious loss; that about the first of the year he proposed that if the men would deal fairly with him and bundle their work he would dispense with the custom of collecting shortage; that after operating under the new rule for several weeks he discovered that all bundles did not contain 100 stogies and therefore he was again compelled to collect shortage; that the organization of the cigarmakers was unreasonable and established arbitrary rules, thereby rendering it not only difficult but unprofitable to continue in business; that he had determined to operate an open shop, hire and discharge workmen as he desired, without dictation from any person or union, ignore all committees and officials of labor organizations and in a general way manage his business in his own way.

The Secretary endeavored to dissuade Mr. Feder from following the course above indicated, knowing full well that it tended to widen the breach between him and his employes. It was also shown to him that his old hands desired to meet him with a view of adjusting the trouble and that a conference with the committee would lead to an acceptable scale of wages; the modification of any unfair rules or customs at the factory and in a general way would promote friendly relations and result in operating his establishment to the entire satisfaction of all concerned.

Repeated efforts were made in this direction but without avail. Mr. Feder was firm in the stand he had taken and would not entertain any reason or argument to the contrary. The men were equally determined that he should deal with them as union men and negotiate with the committee representing their organization; and as neither side would make any concession the secretary was unable to reconcile their differences. The trouble continued for several weeks when we were informed that the company secured new hands and the strike was practically at an end.

THE STIRLING COMPANY, BARBERTON.

On May 10th the following notice was received:—

BARBERTON, OHIO, May 9th, 1900.

State Board of Arbitration, Columbus, Ohio:

GENTLEMEN:—As Mayor of Barberton, Ohio, I take the liberty to notify you officially that a strike is on in our town by the employes of the Stirling Boiler Co., and wish you would give it your immediate attention.

I do this as required by the statute.

Yours truly,

JOHN McNAMARA, Mayor.

The Secretary visited Barberton and upon investigation found about 300 men on strike, all of whom were employed in the boiler works. Inquiry disclosed the fact that for some time preceding the strike the men had been dissatisfied with their pay and desired an increase, which was made known to the company in the following written notice:

AMERICAN FEDERATION OF LABOR. April 21, 1900.

That all work paying at present one dollar and fifty-five cents (\$1.55) or less, be increased twenty-five cents (25cts) per day.

That all work paying more than one dollar and fifty-five cents (\$1.55) and less than one dollar and seventy-five cents (\$1.75) be increased twenty cents (20 cents) per day.

That all work paying one dollar and seventy-five cents (\$1.75) or more per day, be increased fifteen (15 cents) per day.

Demand to be conceded by May the first or men will refuse to work.

CHAS. HOLZBACH,

HARRISON WELLS,

FRED HOLZBACH,

Committee.

Two days later the men and the superintendent held a conference but were unable to agree. It was stated by the company and understood by the men, that due consideration would be given to their demand and a final answer be given them on May 4th.

This did not satisfy the men, they became more restless and on April 30th, renewed their demand for an increase in wages and again gave notice of their determination to strike on May 1st unless the company granted the desired advance. The situation continued without change until May 1st when about 300 men in the boilermaking department ceased work, to enforce their demand of April 21st.

On May 4th the superintendent, for the company, handed the men the following communication:

THE STIRLING COMPANY.

BARBERTON, OHIO, May 4th, 1900.

To the Committee Representing Stirling Employes, Connected with the A. F. of L.:

GENTLEMEN:—Replying to your demands as indicated in your written communication of recent date, and to the interview had at that time, would state that the Stirling Company has given the matter due consideration, and in keeping with my promise to reply to your letter on the 4th. I submit the following rates as being the basis on which the Stirling Company is willing to enter into an agreement for a period ending January 1st, 1901:

Yard and all unassorted labor outside of the shops.....	14	cts per hr
Shop helpers not hereafter named.....	14½	cts per hr
Punch and roll helpers.....	15	cts per hr
Bull machine helpers.....	15½	cts per hr
Heading up gang helpers	15½	cts per hr
Holders on	16½	cts per hr
Snap helpers	17½	cts per hr
Flange fire helpers.....	15½	cts per hr
Testing gang helpers.....	14½	cts per hr
Tube bending machine helpers.....	14½	cts per hr
Drill press men who are running reamers continuously...17½	cts per hr	
Drill press men who are reaming occasionally and doing general work	16½	cts per hr
Blacksmith shop strikers.....	16½	cts per hr
Front fitting up shop helpers.....	15	cts per hr
Machine shop helpers.....	14½	cts per hr
Foundry helpers	15	cts per hr
Casting cleaners	15½	cts per hr
Large punch men.....	20	cts per hr
All other rates to remain as they are today.		

The Company to reserve the right (1st) to pay any individual for superior merit and diligence higher rates than specified herein without thereby affording any man in the same class a basis for claiming a corresponding advance; (2d) to advance individuals from one class to another as their ability and general worth may warrant; and (3d) to enter into agreements with individuals under which rates may be made either by the job or piece. Yours truly,

THE STIRLING COMPANY,
JAS. P. SNEDDEN, *Supt.*

Such was the situation when the secretary arrived at Barberton on May 10th, in response to the notice of Mayor McNamara. Neither party was disposed to make any concession, or even to request a meeting for the purpose of negotiating a settlement.

The men claimed that on account of the increased cost of the necessities of life they were entitled to an increase in wages, and because of the advance in the price of the goods manufactured by the company it could afford to pay the wages demanded by the men.

On the other hand the company declared the demand of the men submitted on April 21st provided for an increase of \$25,000.00 per year in its pay roll. It was therefore unreasonable and could not be entertained. It was willing, however, to concede a reasonable advance in wages and this was provided for in the scale of prices submitted to the men on May 4th, which would increase the pay-roll of the company about \$3,000.00 per year.

Efforts were at once put forth to bring the parties together in friendly consultation. The next day the men and the superintendent met, but without reaching a settlement. Other conferences were held from time to time until May 16th, when the following agreement was entered into and the men resumed work:

This agreement made and entered into this 16th day of May, 1900, by and between the employes of the Stirling Company, identified with the American Federation of Labor, and the Stirling Company. Said agreement to remain in effect until May 1st, 1901, and being as follows:

Yard and all unassorted labor outside of shops.....	14½ cts per hr
Shop helpers not hereafter named.....	14½ cts per hr
Punch and roll helpers.....	15 cts per hr
Bull machine helpers.....	15½ cts per hr
Heading up gang helpers.....	15½ cts per hr
Holders on	16½ cts per hr
Snap helpers	17½ cts per hr
Flange fire helpers.....	15½ cts per hr
Testing gang helpers.....	14½ cts per hr
Tube bending machine helpers.....	14½ cts per hr
Drill press men who run reamers continuously.....	17½ cts per hr
Drill press men who are reaming occasionally and doing general work	17 cts per hr
Blacksmith shop strikers.....	16½ cts per hr
Front fitting up shop helpers.....	15 cts per hr
Machine shop helpers.....	14½ cts per hr
Foundry helpers	15 cts per hr
Casting cleaners	15½ cts per hr
Large punch men.....	20 cts per hr

All other rates to remain as they are today.

The Stirling Company to reserve the right (1st) to pay any individual for superior merit and diligence higher rates than specified herein, without thereby affording any man in the same class a basis for claiming a corresponding advance; (2d) to advance individuals from one class to another as their ability and general

worth may warrant; and (3d) to enter into agreements with individuals whereby special rates to be paid during the time they are learning to operate air or other machines.

THE STIRLING COMPANY,
JAS. P. SNEDDEN, *Supt.*

JAMES PARKS,
CHAS. HOLTZBACH,
AMOS SNYDER,
FRED HOLTZBACH,
JAMES SAWYER,
Committee.

MALONEY SHOE FACTORY, RIPLEY.

About the middle of May the employes of the Maloney Shoe Factory, located at Ripley, went on strike for an increase in wages. As required, the Secretary visited Ripley to endeavor to reconcile the differences between the parties.

He attended a meeting of about 100 of the employes and explained to them the duties and powers of the board and the importance of a prompt settlement.

He also held a consultation with the superintendent of the factory, and as the representative of the company, urged him to promote a speedy adjustment and fair dealing with the employes.

Upon inquiry, it was learned that while Mr. Maloney owned the machinery and operated the business of manufacturing shoes, the building in which the business was carried on was owned by the village and given to him free of rent.

It was also learned that many of those employed in the factory were very young boys and girls and it was the opinion of the town officials and others, that the wages paid were considerably lower than were paid for the same work in other similar establishments. A further statement was made, that previous to the strike the company had agreed to pay the lasters at the rate of 80 cents per hundred pairs; and that after working one week they received 80 cents for ladies' shoes, 75 cents for misses' shoes, 65 cents for children's and 55 cents for infants.

A conference was arranged between the representatives of the company, the strikers, the mayor of Ripley and the Secretary of the Board; but when the parties met for consultation, it was explained by the superintendent that Mr. Maloney was seriously sick at his home in Cincinnati and was therefore unable to attend. The meeting, however, disclosed the fact that the superintendent favored a reasonable advance in wages; and that the committee was also ready to settle on any equitable basis, and if Mr. Maloney had been present there was no doubt but a prompt and amicable adjustment would have been reached.

We were confronted with a peculiar situation. The employes and the superintendent desired an immediate resumption of operations and

were ready to adjust their differences, but were not permitted to do so for the reason that Mr. Maloney would not permit his representative to negotiate a settlement in his absence.

From the best information obtainable it was evident that Mr. Maloney would be unable to give his personal attention to the matter for an indefinite time and as no one was authorized to act for him in arranging terms of work, the further consideration of the controversy was postponed until he could attend a conference.

As soon, however, as his health would permit he made satisfactory terms with his employes, many of whom, we are informed, received a larger increase than they had demanded.

SPRINGFIELD ELECTRIC RAILWAY COMPANY, SPRINGFIELD.

On Saturday, September 29th, the public press announced that the motormen in the employ of the Springfield Electric Railway Company had decided to declare a strike on Monday morning, October 1st. Telegraphic communication confirmed the newspaper reports and realizing that the strike, if inaugurated, would seriously interfere with the general business of the city and cause great public inconvenience, the Secretary immediately visited Springfield and arranged conferences with the representatives of the company and the men.

The history of the trouble extends over a considerable period of time and the point of difference being in the compensation and the working time of the motormen.

The officials of the company were positive in the statement that the summer schedule went into effect about April 1st, and that under its provisions the motormen worked only nine hours per day; that at the time said summer schedule was inaugurated it was agreed between the manager and the motormen that with the beginning of the winter schedule, on October 1st, the working time would be changed from nine to twelve hours per day, at a maximum scale of 16 cents per hour and a minimum scale of 12 cents; that the company had arranged to operate the cars under the provisions of this agreement and only desired the motormen to carry out their part of the contract entered into six months prior to the present difficulty; that the men had not only refused to abide by the agreement, but denied that such arrangement had been made; and demanded that the company continue operations on the basis of a nine-hour work day; that the company refused to accede to this demand and required the motormen to work twelve hours as agreed upon for the winter schedule.

The motormen were equally positive in declaring that the agreement the company officials claimed to have existed for six months was never entered into; that when the summer schedule was established April 1st the manager called them into his office and stated that it would continue only until October, and that on or about October 1st the winter schedule would go into effect and that they would then be required to work twelve hours per day; that while the manager made such a proposition to them, they did not signify their intention of accepting it; that the demand of the company that they, the motormen, work twelve hours per day for a maximum rate of 16 cents per hour and a minimum rate of 12 cents per hour, was unreasonable in that it required undue service without just compensation; that instead of engaging conductors the company had supplied the cars with "pay boxes" and in addition to operating the cars the motormen were compelled to look after the comfort of the passengers, collect fares, etc., and therefore they felt justified in refusing the demand of the company for a twelve-hour work day and insisting upon a nine-hour schedule and a fair scale of wages.

Such was the situation when the secretary arrived at Springfield. The company and the men seemed determined to maintain the stand they had taken; neither side would make any concession; each charged the other with being responsible for the trouble and for a time it appeared that a strike was inevitable.

It was evident that a misunderstanding existed between the parties as to the winter schedule; this, however, was removed by frequent friendly meetings between their representatives and finally resulted in a mutual agreement providing for a nine-hour workday to take effect on Monday morning, October 1st, when the day men would receive $17\frac{1}{2}$ cents per hour; the late men 16 cents and the new men 13 and 14 cents. The agreement to continue until April 1st, 1901, when a new agreement will be adopted.

In closing this report I desire to commend the Springfield Electric Railway Company for its conservative manner in the adjustment of the dispute. The motormen also deserve credit for their conciliatory course. In this connection I also wish to acknowledge the valuable assistance rendered by the representatives of the Springfield Trades and Labor Assembly. They endeavored to promote a settlement on lines that were fair to all concerned and the happy results reached are largely due to their efforts and influence; and we take pleasure in commending their course to labor leaders generally.

AMERICAN CEREAL COMPANY, AKRON.

On Wednesday, October 10th, the board was informed of a strike at the plant of the American Cereal Company at Akron.

The Secretary visited the locality at once and learned from the representatives of the company that during the dinner hour on Tuesday, October 9th, about fifty girls employed in the packing department demanded an advance in wages; that no previous notice of their desire for increased pay had been given and that unless their demands were acceded to at once they would cease work; that the management endeavored to persuade them to continue work during the afternoon and allow the company time to consider the matter, assuring them that their demand would receive proper attention; that the girls refused to allow any time whatever and demanded an immediate answer and an increase in wages to take effect at once, which the company refused and in consequence the girls inaugurated a strike.

After considerable difficulty we succeeded in arranging an interview with the recognized leaders of the strikers. They admitted the correctness of the statement as made by the representative of the company. They claimed, however, that they had not received fair compensation and were therefore justified in demanding an immediate advance in wages; that they desired an increase of ten cents a day, which they believed the company could well afford to pay. They regretted their hasty action and were willing to return to work at the former price and allow the management due time to consider the question of a increase in pay.

This was made known to the company who informed the Secretary that with few exceptions the strikers had all returned to work and new hands had been secured in place of those who remained out; so that at the time of the interview there were no vacancies and therefore no opportunity for employment.

The strike was of short duration having lasted only a few hours and did not effect the business of the concern to any serious extent.

OAK HILL COAL MINES, OAK HILL.

On October 12th the Board received the following communication:

OAK HILL, OHIO, October 10th, 1900.

To the State Board of Arbitration, Columbus, Ohio:

GENTLEMEN:—A strike has occurred in this vicinity by the mine workers for higher rate per ton for mining coal.

Names of parties involved: The Ohio Fire Brick Co., Oak Hill, Ohio; Jones Coal Co., Oak Hill, Ohio; T. J. Davis Coal Co., Oak Hill, Ohio; J. D. McKitterick, Oak Hill, Ohio; Ward Coal Co., Kitchen, Ohio.

I am unable to state the number of employes involved.

Very respectfully,

J. EDWARD JONES, *Mayor*.

Your representative visited Oak Hill and found the situation as reported by Mayor Jones, about 100 men being involved. The committee representing the miners declared the operators had refused to pay the scale price of eighty cents per ton for mining coal; that the scale for mining was established by an inter-state convention of operators and miners and was therefore binding upon all; that the agreement fixing the price of mining at eighty cents per ton was observed by all other operators in Ohio and there was no good reason why their employers should not do likewise; that instead of complying with the agreement, the Oak Hill operators demanded a reduction in the price of mining of twenty cents per ton below the scale price and also refused to recognize and deal with the representatives of the United Mine Workers in the settlement of the dispute, and that in consequence the men ceased work and demanded the scale price of eighty cents per ton and the recognition of their organization.

The operators informed the Board that for several years they had made satisfactory terms with their mine workers and that their relations had been mutually pleasant; that during the present scale year, and until shortly before the strike the men were working on a sixty cent rate for mining and apparently were contented; that outside parties were responsible for the trouble and if their employes were permitted to exercise their preference, they would return to work at former rates; that the Oak Hill operators did not produce coal as contemplated by the inter-state agreement and therefore should not be subject to its provisions; that nearly all firms involved in the dispute with the miners were manufacturers of fire brick and consumed the entire product of their mines, while other operators produced coal for such brick manufacturers as did not operate coal works, so that it rarely occurred that they furnished coal for the general market, and then not to exceed one or two cars per day; that they were buying coal to operate the several brick works and would continue to do so rather than pay the scale rate of eighty cents per ton for mining; that while they declined to negotiate with the officers of the miners organization, they were ready and willing to meet their employes and adjust all matters of difference with them.

The operators did not desire the services of the Board in any capacity; while the miners were willing to avail themselves of its services only so far as may be necessary to arrange friendly negotiations. Frequent attempts were made in this direction but without avail, because of the unfriendly attitude of the operators to the miners organizations and their

refusal to accept the good offices of the Board to bring about friendly conferences, which almost invariably lead to amicable settlements.

While endeavoring to reconcile this matter, the secretary was notified of the death of Hon. John Little, a member of the Board and immediately left for Xenia to attend the funeral and pay the last tribute of respect to a deceased associate who was worthy of the highest consideration and esteem.

Before leaving Oak Hill, however, we informed the parties that if at any time during the progress of the controversy, they desired, or would accept the services of the Board in any capacity that would promote a settlement, we would promptly respond to their notice.

Nothing more was heard from either side. The strike continued without any material change in the situation until about December 1st, when we were informed that the men employed at the mines operated by brick manufacturers had returned to work at the old rates.

ROYAL GLASS WORKS, MARIETTA.

On Thursday, October 18th, the Board was informed of a strike at the Royal Glass Works on account of a difference in the price that should be paid for making certain class or grade of bottles or ware.

The secretary visited Marietta and from the best of information obtainable, it was learned that the trouble was caused by the classification of the work.

The company claimed that men demanded that catsup bottles made in the shape of decanters, should be paid for as such; that if the ware in question be made as catsup bottles, the four men employed would receive \$8.10 a turn and work only four and half hours, and would be required to make 450 bottles for a turn; that if the ware was classed as decanters, the workmen would make 375 for a turn and receive \$7.95. This, however, only affected one shop where four men were working, and when the increase in price was made and the shorter number of bottles necessary to be made, to make a full turn, would not affect any other part of the factory and no other men would be benefitted; that the company have a large number of orders for this particular ware, and are anxious to supply the trade as soon as possible.

This seemed to be the extent of the grievance as far as known to the company, who at first refused to accede to the demand of the men, but finally decided to pay the increase under protest.

The strikers however, claim that it is not altogether a question of price with them, but a matter of principle; that at all other factories this class of bottles in question are made and paid for as decanters and not as catsups; that the matter has been under consideration for several months and the management still refused to pay them what is due. They also

claim that they get very few full turns work, and seldom draw the wages stated by the company; that no offer was made to pay the prices demanded under protest or any other way; and that the contention is for the full price according to the established schedule; that until recently the firm had paid 15 and 17 cents for this class of ware and lately their wages had been reduced to 13 cents; that the Glass Workers Union and the manufacturers had a fixed scale of prices but on several articles the company had not paid the prices agreed upon, and have required the men to work more than the necessary numbers for a turn's work.

The strike continued four days, when the official representatives of the parties arrived at a satisfactory understanding and the factory resumed operations with the old hands.

C. E. LOSS AND COMPANY, CONTRACTORS, BALTIMORE AND OHIO RAILROAD COMPANY.

On Friday, October 26th, about 150 men in the employ of C. E. Loss & Company, contractors, went on a strike because of the failure of the company to pay for labor performed.

The firm was engaged in building a double track extension of the Baltimore and Ohio Railroad, east and west of Tiffin, and employed a large force of hands, including laborers, teamsters, enginemen and others, all of whom claimed that the company owed them almost two months wages.

It was learned that although the work had been going on for considerable time the company had no fixed pay day and had also declined to furnish their employes with time checks. This evidently aroused the suspicions of the men, who, fearing they would not receive the wages due, ceased work and demanded full pay for all labor performed.

After being out two days the company paid the men part of the amount due and agreed to settle in full within a reasonable time. This was satisfactory to the employes and the strike was declared off and all hands returned to work.

ARBITRATION LAWS.

State Boards of Arbitration were first established in Massachusetts and New York in 1886; those states being first to attempt official arbitration and conciliation in the adjustment of disputes between employers and employed. In 1893, the General Assembly of Ohio passed an act "To provide for a State Board of Arbitration for the settlement of differences between employers and their employes to repeal an act entitled 'An act to authorize the creation and to provide for the operation of a tribunal of voluntary arbitration to adjust industrial disputes between employers and employes,'" passed February 10, 1885. Since then similar boards have been established in California, Connecticut, Colorado, Illinois, Indiana, Idaho, Louisiana, Michigan, Minnesota, Montana, New Jersey, Utah and Wisconsin.

In the states of Colorado, Missouri, Nebraska and North Dakota, the laws provide, that when differences arise between the employer and employes, threatening to result, or resulting in strike or lockout, it shall be the duty of the commissioners of labor to mediate between the parties to the controversy, if either party request his intervention, and they are also authorized, under certain circumstances, to form local boards of arbitration.

The laws of Iowa, Kansas, Maryland, Pennsylvania and Wyoming, authorize the courts to appoint tribunals of voluntary arbitration when the parties to labor controversies petition for or consent to their appointment; the jurisdiction of such tribunals being limited to the county or portion of the state in which the dispute may arise. In this connection however it is worthy of note that the parties to such controversies have seldom, if ever, availed themselves of the provisions of such laws, in states in which there are no regularly constituted board of arbitration.

Following are the arbitration laws of the several states :

OHIO.

Summary (not complete) of the Arbitration Act.

I. OBJECT AND DUTIES OF THE BOARD.

The State Board of Arbitration and Conciliation is charged with the duty, upon due application or notification, of endeavoring to affect amicable and just settlements of controversies or differences, actual or threatened between employers and employes in the State. This is to be done by pointing out and advising, after due inquiry and investiga-

tion, what in its judgment, if anything, ought to be done or submitted to by either or both parties to adjust their disputes; of investigating, where thought advisable, or required, the cause or causes of the controversy, and ascertaining which party thereto is mainly responsible or blameworthy for the continuance of the same.

2. HOW ACTION OF THE BOARD MAY BE INVOKED.

Every such controversy or difference *not involving questions which may be the subject of a suit or action in any court of the State*, may be brought before the board; *provided*, the employer involved employs not less than twenty-five persons in the same general line of business in the State.

The aid of the Board may be invoked in two ways:

First — The parties immediately concerned, that is, the employer or employees, or both conjointly, may file with the board an application which must contain a concise statement of the grievances complained of, and a promise to continue on in business, or at work (as the case may be), in the same manner as at the time of the application, without any lockout or strike, until the decision of the board, if it shall be made within ten days of the date of filing said application.

A joint application may contain a stipulation making the decision of the Board to an extent agreed on by the parties, binding and enforceable as a rule of court.

An application must be signed by the employer or by a majority of the employees in the department of business affected (and in no case by less than thirteen), or by both such employer and a majority of employees jointly, or by the duly authorized agent of either or both parties.

Second — A mayor or probate judge when made to appear to him that a strike or lockout is seriously threatened, or has taken place in his vicinity, is required by the law to notify the Board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employees involved, so far as he can. When such fact is thus or otherwise duly made known to the board it becomes its duty to open communication with the employer and employees involved, with a view of adjustment by mediation, conciliation or arbitration.

3. WHEN ACTION OF THE BOARD TO CEASE.

Should petitioners filing an application cease, at any stage of the proceedings, to keep the promise made in their application, the board will proceed no further in the case without the written consent of the adverse party.

4. SECRETARY TO PUBLISH NOTICE OF HEARING.

On filing any such application the secretary of the Board will give public notice of the time and place of the hearing thereof. But at the

request of both parties joining in the application, this public notice may, at the discretion of the Board, be omitted.

5. PRESENCE OF OPERATIVES AND OTHERS, ALSO BOOKS AND THEIR CUSTODIANS, ENFORCED AT THE PUBLIC EXPENSE.

Operatives in the department of business affected, and persons who keep the records of wages in such department and others, may be subpoenaed and examined under oath by the Board, which may compel the production of books and papers containing such records. All parties to any such controversy or difference are entitled to be heard. Proceedings before the board are conducted at the public expense.

6. NO COMPULSION EXERCISED, WHEN INVESTIGATION AND PUBLICATION REQUIRED.

The board exercises no compulsory authority to induce adherence to its recommendations, but when mediation fails to bring about an adjustment it is required to render and make public its decision in the case. And when neither a settlement nor an arbitration is had, because of the opposition thereto of one party, the Board is required at the request of the other party to make an investigation and publish its conclusions.

7. ACTION OF LOCAL BOARD—ADVICE OF THE STATE BOARD MAY BE INVOKED.

The parties to any such controversy or difference may submit the matter in dispute to a local board of arbitration and conciliation consisting of three persons mutually agreed upon, or chosen by each party selecting one, and the two thus chosen selecting the third. The jurisdiction of such local board as to the matter submitted to it is exclusive, but it is entitled to ask and receive the advice and assistance of the State Board.

8. CREATION OF BOARD PRESUPPOSES THAT MEN WILL BE FAIR AND JUST.

It may be permissible to add that the act of the General Assembly is based upon the reasonable hypothesis that men will be fair and just in their dealings and relations with each other when they fully understand what is fair and just in any given case. As occasion arises for the interposition of the Board, its principal duty will be to bring to the attention and appreciation of both employer and employes, as best it may, such facts and considerations as will aid them to comprehend what is reasonable, fair and just in respect of their differences.

THE ARBITRATION ACT.

As Amended May 18, 1894, and April 24, 1896.

AN ACT

To provide for a state board of arbitration for the settlement of differences between employers and their employes and to repeal an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employes," passed February 10, 1885.

State board
of arbitration
and concilia-
tion; appoint-
ment and
qualifications
of members.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio*, That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employe or an employe selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the governor; and provided, also, that appointments made when the senate is not in session may be confirmed at the next ensuing session.

Term.

SECTION 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner above provided.

Vacancy: re-
moval.

If, for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

Oath.

Chairman and
secretary.

Rules of pro-
cedure.

SECTION 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman, and one of their number as secretary. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor.

SECTION 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state, exists between an employer (whether an individual, co-partnership or corporation) and his employees, if, at the time he employs not less than twenty-five persons in the same general line of business in this state, the board shall, upon application as hereinafter provided and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers co-operating with respect to any such controversy or difference, and the term employees includes aggregations of employees of several employers so co-operating. And where any strike or lock-out extends to several counties, the expenses incurred under this act not payable out of the state treasury, shall be apportioned among and paid by such counties as said board may deem equitable and may direct.

Adjustment of differences between employer and employees.

As amended April 24, 1896.

Expenses, how paid.

SECTION 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon the proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

Written decision in case of failure of such mediation.

SECTION 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy, and shall be signed in the respective instances by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board.

Application for arbitration and conciliation.

SECTION 7. Said application shall contain a concise statement of the grievances complained of, and a promise

Contents of application as amended May 18, 1894.

May contain stipulation that decision shall be binding and such decision may be enforced.

to continue on in business or at work in the same manner as at the time of the application, without any lock-out or strike, until the decision of said board, if it shall be made within ten days of the date of filing said application; provided, a joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and such decision to such extent may be made and enforced as a rule of court in the court of common pleas of the county from which such joint application comes, as upon a statutory award.

Notice of time and place for hearing controversy.

SECTION 8. As soon as may be, after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

Failure to perform promise made in application.

As amended May 18, 1894.

Power to summon and examine witnesses, administer oaths and require production of documents.

SECTION 9. The board shall have power to subpoenae as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief, or otherwise, to have knowledge of the matters in controversy or dispute, and any who keeps the records of wages earned in such departments, and examine them under oath touching such matters, and to require the production of books or papers containing the record of wages earned or paid. Subpoenae may be signed and oaths administered by any member of the board. A subpoena or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasurer of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the board that such fees are correct and due. And the board shall have the same power and authority to maintain and enforce order at its hearings and obedience

Subpoenas or notices, how served.

Authority to enforce order at hearings and obedience to writs of subpoena.

to its writs of subpoena as by law conferred on the court of common pleas for like purposes.

SECTION 10. The parties to any controversy or difference, as described in section 4 of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

Submission of controversy to local board of arbitration and conciliation: selection of such board; chairman.

SECTION 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

Powers and jurisdiction of local board; decisions of such board.

SECTION 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitrators exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

Compensation of members of local board.

SECTION 13. Whenever it is made to appear to a mayor or probate judge in this state that a strike or lockout is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employes involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in this state, involving an employer and his present or past employes, if at the time he is employing, or, up to the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in the state, it

As amended April 24, 1906.

Mayor or probate judge to notify state board of strike or lockout.

State board to communicate with employer and employees.

shall be the duty of the state board to put itself in communication, as soon as may be, with such employer and employees.

As amended April 24, 1896.

State board to endeavor to effect amicable settlement or induce arbitration of controversy, investigate and report cause thereof and assign responsibility.

SECTION 14. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to affect an amicable settlement between them, or, if that seems impracticable, to endeavor to persuade them to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 9 of this act; provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such investigation and publication shall, at the request of the other party, be had. And the expense of any publication under this act shall be certified and paid as provided therein for payment of fees.

Expense of publication, how paid.

Fees and mileage of witnesses subpoenaed by state board

SECTION 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said state board shall certify the amount due each witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasurer of said county for the said amount.

As amended May 18, 1894.

Annual report of state board.

SECTION 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employees.

SECTION 17. The members of said board of arbitration and conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall, quarterly, certify the amount due each member and on presentation of his certificate the auditor of state shall draw his warrant on the treasury of the state for the amount. When the state board meets at the capitol of the state, the adjutant general shall provide rooms suitable for such meeting.

Compensation and expenses of members of state board; rooms for meeting in capitol.

SECTION 18. That an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employes," of the Revised Statutes of the state, passed February 10, 1885, is hereby repealed.

Repeals.

SECTION 19. This act shall take effect and be in force from and after its passage.

RULES OF PROCEDURE.

1. Applications for mediation contemplated by section 6 and other official communication to the board must be addressed to it at Columbus. They shall be acknowledged and preserved by the Secretary, who will keep a minute thereof, as well as a complete record of all the proceedings of the board.

2. On the receipt of any document purporting to be such application, the Secretary shall, when found or made to conform to the law, file the same. If not in conformity to law, he shall forthwith advise the petitioners of the defects with a view to their correction.

3. The Secretary shall furnish forms of application on request.

4. On the filing of any such application the Secretary shall, with the concurrence of at least one other member of the board, determine the time and place for the hearing thereof, of which he shall immediately give public notice by causing four plainly written or printed notices to be posted up in the locality of the controversy, substantially in the following form, to-wit:

STATE OF OHIO,
OFFICE OF THE STATE BOARD OF ARBITRATION.

COLUMBUS, O., 189..

PUBLIC NOTICE.

The application for arbitration and conciliation between employer, and employes, at, in county, will be heard at, on the day of, 189.., at o'clock .. M.

THE STATE BOARD OF ARBITRATION,
By, Secretary.

5. The Secretary, as far as practicable, shall ascertain in advance of the hearing what witnesses are to be examined thereat, and have their attendance so timed as not to detain any one unnecessarily, and make such other reasonable preparation as will, in his judgment, expedite such hearing.

6. Witnesses summoned will report to the Secretary their hours of attendance, who will note the same in the proper record.

7. Whenever notice or knowledge of a strike or lock-out, seriously threatened or existing, such as is contemplated by section 13, shall be communicated to the board, the Secretary, in absence of arrangements to the contrary, after first satisfying himself as to the correctness of the information so communicated by correspondence or otherwise, shall visit the locality of the reported trouble, ascertain whether there be still serious difficulty calling for the mediation of the Board, and if so, arrange for a conference between it and the employer and employes involved, if agreeable to them, and notify the other members of the Board; meantime gathering such facts and information as may be useful to the Board in the discharge of its duties in the premises.

8. If such conference be not desired, or is not acceptable to either or both parties, the Secretary shall so report, when such course will be pursued, as may, in the judgment of the board, seem proper.

9. Unless otherwise specially directed, all orders, notices and certificates issued by the Board shall be signed by the Secretary as follows:

THE STATE BOARD OF ARBITRATION,

By , *Secretary.*

The foregoing rules have been adopted and are herewith submitted for approval.

SELWYN N. OWEN, *Chairman.*

JOSEPH BISHOP, *Secretary.*

JOHN LITTLE,

State Board of Arbitration.

Approved: WM. MCKINLEY, JR., *Governor.*

NEW YORK.

CHAPTER 415 OF THE LAWS OF 1897.

An act in relation to labor, constituting chapter 32 of the General Laws.

Passed May 13, 1897; three-fifths being present.

The people of the state of New York, represented in Senate and Assembly do enact as follows:

ARTICLE X OF THE LABOR LAWS.

STATE BOARD OF MEDIATION AND ARBITRATION.

Section 140. Organization of the Board.

Section 141. Secretary and his duties.

Section 142. Arbitration by the Board.

Section 143. Mediation in case of strike or lockout.

Section 144. Decision of Board.

- Section 145. Annual report.
- Section 146. Submission of controversies to local arbitrators.
- Section 147. Consent; oath; powers of arbitrators.
- Section 148. Decision of arbitrators.
- Section 149. Appeals.

Section 140. Organization of Board.—There shall continue to be a state board of mediation and arbitration, consisting of three competent persons to be known as arbitrators, appointed by the governor by and with the advice and consent of the senate, each of whom shall hold his office for the term of three years, and receive an annual salary of three thousand dollars. The term of office of the successors of the members of such board in office when this chapter takes effect, shall be abridged so as to expire on the thirty-first day of December preceding the time when each such term would otherwise expire, and thereafter each term shall begin on the first day of January.

One member of such board shall belong to the political party casting the highest, and one to the party casting the next highest number of votes for governor at the last preceding gubernatorial election. The third shall be a member of an incorporated labor organization of this state.

Two members of such board shall constitute a quorum for the transaction of business, and may hold meetings at any time or place in the state. Examinations or investigations ordered by the Board may be held and taken by and before any of their number, if so directed, but a decision rendered in such a case shall not be deemed conclusive until approved by the board.

Section 141. Secretary and his duties.—The board shall appoint a secretary, whose term of office shall be three years. He shall keep a full and faithful record of the proceedings of the board, and all documents and testimony forwarded by the local boards of arbitration, and shall perform such other duties as the board may prescribe. He may, under the direction of the board, issue subpoenas and administer oaths in all cases before the board, and call for and examine books, papers and documents of any parties to the controversy. He shall receive an annual salary of two thousand dollars, payable in the same manner as that of the members of the board.

Section 142. Arbitration by the board.—A grievance or dispute between an employer and his employes may be submitted to the board of arbitration and mediation for their determination and settlement. Such submission shall be in writing, and contain a statement in detail of the grievance or dispute and the cause thereof, and also an agreement to abide the determination of the board, and during the investigation to continue in business or at work, without a lockout or strike. Upon such submission the board shall examine the matter in controversy. For the purpose of such inquiry they may subpoena witnesses, compel their attend-

ance and take and hear testimony. Witnesses shall be allowed the same fees as in courts of record. The decision of the board must be rendered within ten days after the completion of the investigation.

Section 143. Mediation in case of strike or lockout.—Whenever a strike or lockout occurs or is seriously threatened, the board shall proceed as soon as practicable to the locality thereof, and endeavor, by mediation, to affect an amicable settlement of the controversy. It may inquire into the cause thereof, and for that purpose has the same power as in the case of a controversy submitted to it for arbitration.

Section 144. Decisions of board.—Within ten days after the completion of every examination or investigation authorized by this article, the board or majority thereof shall render a decision, stating such details as will clearly show the nature of the controversy and points disposed of by them, and make a written report of their findings of facts and of their recommendations to each party to the controversy. Every decision and report shall be filed in the office of the board and a copy thereof served upon each party to the controversy, and in case of a submission to arbitration, a copy shall be filed in the office of the clerk of the county or counties where the controversy arose.

Section 145. Annual report.—The board shall make an annual report to the legislature, and shall include therein such statements and explanations as will disclose the actual work of the board, the facts relating to each controversy considered by them and the decision thereon, together with such suggestions as to legislation as may seem to them conducive to harmony in the relations of employers and employees.

Section 146. Submission of controversies to local arbitrators.—A grievance or dispute between an employer and his employees may be submitted to a board of arbitrators, consisting of three persons, for hearing and settlement. When the employees concerned are members in good standing of a labor organization, which is represented by one or more delegates in a central body, one arbitrator may be appointed by such central body and one by the employer. The two so designated shall appoint a third, who shall be chairman of the board.

If the employees concerned in such grievance or dispute are members of good standing of a labor organization which is not represented in a central body, the organization of which they are members may select and designate one arbitrator. If such employees are not members of a labor organization, a majority thereof, at a meeting duly called for that purpose, may designate one arbitrator for such board.

Section 147. Consent; oath; powers of arbitrators.—Before entering upon his duties each arbitrator so selected shall sign a consent to act and take and subscribe an oath to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be filed in the clerk's office of the county or counties where the controversy arose. When

such board is ready for the transaction of business, it shall select one of its members to act as secretary, and notice of the time and place of hearing shall be given to the parties to the controversy.

The board may, through its chairman, subpoena witnesses, compel their attendance and take and hear testimony.

The board may make and enforce rules for its government and the transaction of the business before it, and fix its sessions and adjournments.

Section 148. Decision of arbitrators.—The board shall, within ten days after the close of the hearing, render a written decision, signed by them, giving such details as clearly show the nature of the controversy and the questions decided by them. Such decision shall be a settlement of the matter submitted to such arbitrators, unless within ten days thereafter an appeal is taken therefrom to the State Board of Mediation and Arbitration.

One copy of the decision shall be filed in the office of the clerk of the county or counties where the controversy arose, and one copy shall be transmitted to the secretary of the State Board of Mediation and Arbitration.

Section 149. Appeals.—The State Board of Mediation and Arbitration shall hear, consider and investigate every appeal to it from any such board of local arbitrators, and its decisions shall be in writing and a copy thereof filed in the clerk's office of the county or counties where the controversy arose, and duplicate copies served upon each party to the controversy. Such decision shall be final and conclusive upon all parties to the arbitration.

MASSACHUSETTS.

The law of this State concerning arbitration is given below, being chapter 263 of the act of 1886, entitled "An act to provide for a State Board of Arbitration for the settlement of differences between employers and their employes," as amended by Stat. 1887, chapter 269; Stat. 1888, chapter 261; Stat. 1890, chapter 385; also Stat. 1892, chapter 382.

Section 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a State Board of Arbitration and Conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor; the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for

one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eighty-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year, or until their respective successors are appointed; and on the first day of July in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, not exceeding twelve hundred dollars a year.

Section 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

Section 3. Whenever any controversy or difference not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employes, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

Section 4. Said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such

employees, the Board shall satisfy itself that such agent is duly authorized, in writing, to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request.

When notice has been given as aforesaid, each of the parties to the controversy, the employer on the one side and the employees interested on the other side, may, in writing, nominate, and the board may appoint, one person to act in the case as expert assistant to the board. The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board information concerning the wages paid and the methods and grades of work prevailing in manufacturing establishments within the commonwealth of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the commonwealth such compensation as shall be allowed and certified by the board, together with all necessary traveling expenses.* Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witnesses any operative in the departments of business affected and any person who keeps the record of wages earned in those departments, to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

Section 5. Upon the receipt of such application and after such notice the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

* See further as to experts, their duties and compensation, Stat. 1892, chap. 382, *post*.

Section 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employes by posting the same in three conspicuous places in the shop or factory where they work.

Section 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and conciliation: such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may chose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lockout such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

Section 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any city or town of the commonwealth, involving an employer and his present or past employes, if at the time he is employing, or up to the occurrence of the strike or lockout was employing, not less than twenty-five persons in the same general line of business in any city or town in the commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employe, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a

local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same and may make or publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

Section 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the commonwealth, as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

Section 10. The members of said state board shall, until the first day of July, in the year eighteen hundred and eighty-seven, be paid five dollars a day for each day of actual service; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the treasury of the common wealth; and both before and after said date they shall be allowed their necessary traveling and other expenses, which shall be paid out of the treasury of the commonwealth.

STATUTES 1892, CHAPTER 392.

An act relating to the duties and compensation of expert assistants appointed by the state board of arbitration and conciliation.

Be it enacted, etc., as follows:

Section 1. In all controversies between an employer and his employes in which application is made to the state board of arbitration and conciliation, as provided by section four of chapter two hundred and sixty-three of the acts of the year eighteen hundred and eighty-six, as amended by section three of chapter two hundred and sixty-nine of the acts of the year eighteen hundred and eighty-seven, and by section one of chapter three hundred and eighty-five of the acts of the year eighteen hundred and ninety, said board shall appoint a fit person to act in the case as expert assistant to the board. Said expert assistant shall attend the sessions of said board when required, and no conclusion shall be announced as a decision of said board in any case where such assistants have acted until after notice given to them, by mail or otherwise, appointing a time and place for a final conference between said board and expert assistant on the matters included in the proposed decision. Said expert assistants shall be privileged to submit to the board, at any time before a final decision

shall be determined upon and published, any facts, advice, arguments or suggestions which they may deem applicable to the case. They shall be sworn to the faithful discharge of their duties by any member of said board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive for their services from the treasury of the commonwealth the sum of seven dollars for each day of actual service, together with all their necessary traveling expenses.

Section 2. This act shall take effect upon its passage.

Approved June 15, 1892.

NEW JERSEY.

An act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a state board of arbitration.

Section 1. That whenever any grievance or dispute of any nature, growing out of the relation of employer and employes, shall arise or exist between employer and employes, it shall be lawful to submit all matters respecting such grievance or dispute, in writing, to a board of arbitrators, to hear, adjudicate and determine the same; said board shall consist of five persons; when the employes concerned in any such grievance or dispute as aforesaid are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said central body shall have power to designate two of said arbitrators; and the employer shall have the power to designate two others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board; in case the employes concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate two arbitrators for said board, and said board shall be organized as hereinbefore provided; and in case the employes concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employes, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and the said board shall be organized as hereinbefore provided.

Section 2. That any board as aforesaid selected may present a petition to the county judge of the county where such grievances or disputes to be arbitrated may arise, signed by at least a majority of said board, setting forth in brief terms the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving said board of arbitration; upon the presentation of said petition it shall be the duty of the said judge to make

an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination; the said petition and order or copy thereof shall be filed in the office of the clerk of the county in which the said judge resides.

Section 3. That the arbitrators so selected shall sign a contract to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the county wherein such arbitrators are to act; when the said board is ready for the transaction of business, it shall select one of its members to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing; the chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of record or the judges thereof in this state; the board may make and enforce the rules of its government and transaction of the business before it and fix its sessions and adjournments, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matters in dispute.

Section 4. That after the matter has been fully heard, the said board or a majority of its members shall, within ten days, render a decision thereon, in writing, signed by them, giving such details as will clearly show the nature of the decision and the matters adjudicated and determined; such adjudication and determination shall be a settlement of the matter referred to said arbitrators, unless an appeal is taken therefrom as hereinafter provided; the adjudication and determination shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county, and the other transmitted to the secretary of the State Board of Arbitration hereinafter mentioned, together with the testimony taken before said board.

Section 5. That when the said board shall have rendered its adjudication and determination its powers shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons mentioned in section one, and in such cases such persons may submit their differences to the said board, which shall have power to act and adjudicate and determine the same as fully as if such board was originally created for the settlement of such other difference or differences.

Section 6. That within thirty days after the passage of this act, the governor shall appoint a State Board of Arbitration, to consist of three competent persons, each of whom shall hold his office for the term of five years; one of said persons shall be selected from a bona fide labor organization of this state. If any vacancy happens, by resignation or

otherwise, the governor shall in the same manner appoint an arbitrator for the residue of the term. Said Board shall have a secretary, who shall be appointed by and hold office during the pleasure of the Board, and whose duty shall be to keep a full and faithful record of the proceedings of the board, and also possession of all documents and testimony forwarded by the local boards of arbitration, and perform such other duties as the said board may prescribe; he shall have power, under the direction of the Board, to issue subpoenas, to administer oaths in all cases before said Board, to call for and examine books, papers and documents of any party to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this state. Said arbitrators of said State Board and the clerk thereof shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person having charge thereof, for the proper and convenient transaction of the business of said Board.

Section 7. That an appeal may be taken from the decision of any local board of arbitration within ten days after the filing of its adjudication and determination of any case. It shall be the duty of the said State Board of Arbitration to hear and consider appeals from the decisions of local boards and promptly to proceed to the investigation of such cases, and the adjudication and determination of said Board thereon shall be final and conclusive in the premises upon all parties to the arbitrations; such adjudications and determinations shall be in writing, and a copy thereof shall be furnished to each party. Any two of the State Board of Arbitrators shall constitute a quorum for the transaction of business and may hold meetings at any time or place within the State. Examinations or investigations ordered by the State Board may be held and taken by and before any one of their number, if so directed; but the proceedings and decision of any single arbitrator shall not be deemed conclusive until approved by the Board or a majority thereof. Each arbitrator shall have power to administer oaths.

Section 8. That whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to said State Board in the first instance, in case such parties elect to do so, and shall jointly notify said Board or its clerk, in writing, of such election. Whenever such notification to said Board or its clerk is given, it shall be the duty of said Board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said Board, in writing succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree, in writing, to submit to the decision of said board as to matters so submitted.

and a promise or agreement to continue on in business or at work, without a lockout or strike, until the decision of said Board, provided it shall be rendered within ten days after the completion of the investigation; the Board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this State.

Section 9. That after the matter has been fully heard, the said Board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the Board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

Section 10. That whenever a strike or lockout shall occur or is seriously threatened in any part of the state, and shall come to the knowledge of the Board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause of the controversy, and to that end the Board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do so by section eight of this act.

Section 11. That the fees of witnesses of aforesaid State Board shall be fifty cents for each day's attendance and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the Board; all subpoenas shall be signed by the secretary of the Board and may be served by any person of full age, authorized by the board to serve the same.

Section 12. That said Board shall annually report to the Legislature and shall include in their report such statements, facts and explanations as will disclose the actual working of the Board, and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and employes, and the improvement of the present system of production by labor.

Section 13. That each arbitrator of the State Board and the secretary thereof shall receive ten dollars for each and every day actually employed in the performance of his duties herein and actual expenses incurred, including such rates of mileage as are now provided by law, payable by the State treasurer on duly approved vouchers.

Section 14. That whenever the term "employer" or "employees" is used in this act it shall be held to include "firm," "joint stock associations," "company," "corporation," or "individual and individuals," as fully as if each of said terms was expressed in each place.

Section 15. This act shall take effect immediately.

Approved March 24, 1892. P. L., Chap. 137.

A supplement to an act entitled "An act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a State Board of Arbitration," approved March twenty-fourth, eighteen hundred and ninety-two, and to end the term of office of any person or persons appointed under this act.

1. Be it enacted by the Senate and General Assembly of the State of New Jersey, That Samuel S. Sherwood, William M. Doughty, James Martin, Charles A. Houston, Joseph L. Moore be and they are hereby constituted a Board of Arbitration, each to serve for the term of three years from the approval of this supplement, and that each arbitrator herein named shall receive an annual salary of twelve hundred dollars per annum in lieu of all fees, per diem compensation and mileage, and one of said arbitrators shall be chosen by said arbitrators as the secretary of said Board and he shall receive an additional compensation of two hundred dollars per annum, the salaries herein stated to be payable out of the moneys in the State treasury not otherwise appropriated.

2. And be it enacted, That in case of death, resignation or incapacity of any member of the Board, the Governor shall appoint, by and with the advice and consent of the Senate, an arbitrator to fill the unexpired term of such arbitrator or arbitrators so dying, resigning or becoming incapacitated.

3. And be it enacted, That the term of office of the arbitrators now acting as a board of arbitrators, shall upon the passage of this supplement, cease and terminate, and the persons named in this supplement as the board of arbitrators shall immediately succeed to and become vested with all the powers and duties of the Board of Arbitrators now acting under the provisions of the act of which this act is a supplement.

4. And be it enacted, That after the expiration of the terms of office of the persons named in this supplement, the Governor shall appoint, by and with the advice and consent of the Senate, their successors for the length of term and at a salary named in the first section of this supplement.

5. And be it enacted, That this act shall take effect immediately.

Approved March 25, 1895.

CALIFORNIA.

An act to provide for a State Board of Arbitration for the settlement of differences between employers and employes, to define the duties of said board, and to appropriate the sum of twenty-five hundred dollars therefor.

The people of the State of California, represented in the Senate and Assembly, do enact as follows:

Section 1. On or before the first day of May of each year, the governor of the state shall appoint three competent persons to serve as a State Board of Arbitration and Conciliation. One shall represent the employers of labor, one shall represent labor employes, and the third man shall represent neither, and shall be chairman of the Board. They shall hold office for one year and until their successors are appointed and qualified. If a vacancy occurs, as soon as possible thereafter the governor shall appoint some one to serve the unexpired term; provided, however, that when the parties to any controversy or difference, as provided in section two of this act, do not desire to submit their controversy to the State Board, they may by agreement each choose one person, and the two shall choose a third, who shall be chairman and umpire, and the three shall constitute a board of arbitration and conciliation for the special controversy submitted to it, and shall for that purpose have the same powers as the State Board. The members of said board or boards, before entering upon the duties of their office, shall be sworn faithfully to discharge the duties thereof. They shall adopt such rules of procedure as they may deem best to carry out the provisions of this act.

Section 2. Whenever any controversy or difference exists between an employer, whether an individual, copartnership, or corporation, which, if not arbitrated, would involve a strike or lockout, and his employes, the Board shall, upon application, as hereinafter provided, and as soon as practicable thereafter, visit, if necessary, the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either, or both, to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the Board.

Section 3. Said application shall be signed by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work, without any lock-out or strike, until the decision of said Board, which must, if possible, be made within three weeks of the date of filing the application. Immediately upon the receipt of said application, the chairman of said Board shall cause public notice to be given of the time and place for hearing.

Should the petitioners fail to keep the promise made therein, the Board shall proceed no further thereupon without the written consent of the adverse party. And the party violating the contract shall pay the extra cost of the Board entailed thereby. The Board may then reopen the case and proceed to the final arbitration thereof as provided in section two hereof.

Section 4. The decision rendered by the Board shall be binding upon the parties who join in the application for six months, or until either party has given the other a written notice of his intention not to be further bound by the conditions thereof after the expiration of sixty days of any time agreed upon by the parties, agreement shall be entered as part of the decision. Said notice may be given to the employes by posting a notice thereof in three conspicuous places in the shop or factory where they work.

Section 5. Both employers and employes shall have the right at any time to submit to the Board complaints of grievances and ask for an investigation thereof. The Board shall decide whether the complaint is entitled to a public investigation, and if they decide in the affirmative, they shall proceed to hear the testimony, after giving notice to all parties concerned and publish the result of their investigations as soon as possible thereafter.

Section 6. The arbitrators hereby created shall be paid five dollars per day for each day of actual service, and also their necessary traveling and other expenses incident to the duties of their office shall be paid out of the State treasury; but the expenses and salaries hereby authorized shall not exceed the sum of twenty-five hundred dollars for two years.

Section 7. The sum of twenty-five hundred dollars is hereby appropriated out of any money in the State treasury not otherwise appropriated, for the expenses of the Board for the first two years after its organization.

Section 8. This act shall take effect and be in force from and after its passage.

Approved March 10, 1891.

LOUISIANA.

An Act to provide for a State Board of Arbitration for the settlement of differences between employers and employes.

Section 1. Be it enacted by the General Assembly of the State of Louisiana, That within thirty days after the passage of this act, the Governor of the State, with the advice and consent of the Senate, shall appoint five competent persons to serve as a Board of Arbitration and Conciliation in the manner hereinafter provided. Two of them shall be employers, selected and recommended by some association or board repre-

senting employers of labor; two of them shall be employees, selected or recommended by the various labor organizations, and not an employer of labor, and the fifth shall be appointed upon the recommendation of the other four; provided, however, that if the four appointed do not agree on a fifth man at the expiration of thirty days, he shall be appointed by the Governor; provided, also, that if the employers or employees fail to make their recommendation as herein provided within thirty days, then the Governor shall make said appointments in accordance with the spirit and intent of this act. Said appointments, if made when the Senate is not in session may be confirmed at the next ensuing term.

Section 2. Two shall be appointed for two years, two for three years, and one, the fifth member, for four years, and all appointments thereafter shall be for four years, or until their successors are appointed in the manner above provided. If, for any reason, a vacancy occurs at any time, the Governor shall in the same manner appoint some person to serve out the unexpired term.

Section 3. Each member of said Board shall, before entering upon the duties of his office, be sworn to the faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman and one of their number as secretary. The Board shall, as soon as possible after its organization, establish rules of procedure.

Section 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the State exists between an employer, whether an individual, copartner-ship or corporation, and his employees, if at the time he employs not less than twenty persons in the same general line of business in any city or parish of this State, the Board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, and advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute.

Section 5. Such mediation having failed to bring about an adjustment of the said differences, the Board shall immediately make out a written report. This decision shall at once be made public, shall be recorded upon proper books of record, to be kept by the secretary of said Board, and a short statement thereof published in the annual report hereinafter provided for, and the said Board shall cause a copy thereof to be filed with the clerk of the court of the city or parish where said business is carried on.

Section 6. Said application for arbitration and conciliation to said Board can be made by either or both parties to the controversy, and shall be signed in the respective instances by said employer or by a majority of the employees in the department of the business in which the controversy

or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employes, the Board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving authority shall be kept secret by said Board.

Section 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application without any lockout or strike until the decision of said Board, if it shall be made within ten days of the date of filing said application.

Section 8. As soon as may be after the receipt of said application the secretary of said Board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties join in the application and present therewith a written request that no public notice be given. When such request is made notice shall be given to the parties interested in such manner as the Board may order, and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application the Board shall proceed no further therein until said petitioner or petitioners have complied with every order and requirement of the Board.

Section 9. The Board shall have power to summon as witnesses any operative in the department of the business affected, and any person who keeps the record of wages earned in those departments, and examine them under oath, and to require the production of books and papers containing the record of wages earned or paid. Summons may be signed and oaths administered by any member of the Board. The Board shall have the right to compel the attendance of witnesses or the production of papers.

Section 10. Whenever it is made to appear to the mayor of a city or a judge of any district court in any parish, other than the parish of Orleans, that a strike or lockout is seriously threatened or actually occurs, the mayor of such city or judge of the district court of such parish shall at once notify the State Board of the fact. Whenever it shall come to the knowledge of the State Board, either by the notice of the mayor of a city or the judge of the district court of the parish, as provided in the preceding part of this section, or otherwise, that a lockout or strike is seriously threatened, or has actually occurred, in any city or parish of this State, involving an employer and his present or past employes, if at the time he is employing, or up to the occurrence of a strike or lockout was employing not less than twenty persons in the same general line of business in any city or parish in the State, it shall be the duty of the State Board to put itself in communication as soon as may be with such employer and employes.

Section 11. It shall be the duty of the State Board in the above-described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, and to endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to the State Board of Arbitration and Conciliation; and the State Board shall, whether the same be mutually submitted to them or not, investigate the causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and shall make and publish a report finding such cause or causes and assigning such responsibility or blame. The Board shall have the same powers for the foregoing purposes as are given it by section nine of this act.

Section 12. The said State Board shall make a biennial report to the Governor and Legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the Board, and such suggestions as to legislation as may seem to the members of the Board conducive to harmonizing the relations of and disputes between employers and employees.

Section 13. The members of said State Board of Arbitration and Conciliation, hereby created, shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the Board shall quarterly certify the amount due each member, and, on presentation of his certificate, the auditor of the State shall draw his warrant on the treasury of the State for the amount.

Section 14. This act shall take effect and be in force from and after its passage.

Approved July 12, 1894.

CONNECTICUT.

An Act concerning a State Board of Arbitration and Mediation.

Be in enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. During each binennial session of the general assembly, the Governor shall, with the advice and consent of the Senate, appoint a State Board of Mediation and Arbitration, to consist of three competent persons, each of whom shall hold his office for the term of two years. One of said persons shall be selected from the party which at the last general election cast the greatest number of votes for Governor of this State, and one of said persons shall be selected from the party which at the last general election cast the next greatest number of votes for Governor of this State, and the other of said persons shall be selected from a bona fide labor organization of this State. Said Board shall select one of its number to act as clerk or secretary, whose duty it shall be to keep

a full and faithful record of the proceedings of the Board, and also to keep and preserve all documents and testimony submitted to said Board; he shall have power, under the direction of the Board, to issue subpoenas, and to administer oaths in all cases before said Board, and to call for and examine the books, papers and documents of the parties to such cases. Said arbitrators shall take, and subscribe to the constitutional oath of office before entering upon the discharge of their duties.

Section 2. Whenever any grievance or dispute of any nature shall arise between any employer and his employees, it shall be lawful for the parties to submit the same directly to the State Board of Mediation and Arbitration, in case such parties elect to do so, and shall notify said Board, or its clerk in writing, of such election. Whenever such notification to said Board, or its clerk is given, it shall be the duty of said Board to proceed with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of the grievance or dispute. The parties to the grievance or dispute shall thereupon submit to the said Board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally promise and agree to continue in business, or at work, without a strike or lockout, until the decision of said Board is rendered; provided, it shall be rendered within ten days after the completion of the investigation. The Board shall thereupon proceed fully to investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, and the production of books and papers.

Section 3. After a matter has been fully heard, the said Board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by the members of the Board, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by said Board. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the Board in the office of the town or city clerk in the town where the controversy arose, and one copy shall be served on each of the parties to the controversy.

Section 4. Whenever a strike or lockout shall occur, or is seriously threatened in any part of the State, and shall come to the knowledge of the Board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout, and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such strike or lockout; and, if in the judgment of said Board it is best, it shall inquire into the cause or causes of the controversy, and to that end the Board is hereby authorized to subpoena witnesses, and send for persons and papers.

Section 5. Said Board shall, on or before the first day of December in each year, make a report to the Governor, and shall include therein

such statements, facts and explanations as will disclose the actual working of the Board, and such suggestions as to legislation as may seem to it conducive to harmony in the relations between employers and employes, and to the improvement of the present system of production.

Section 6. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint stock association," "company" or "corporation," as fully as if each of the last-named terms was expressed in each place.

Section 7. The members of the Board shall receive as compensation for actual services rendered under this act the sum of five dollars per day and expenses, upon presentation of their vouchers to the comptroller, approved by the Governor.

Section 8. This act shall take effect from its passage.

MINNESOTA.

An Act to provide for the settlement of differences between employers and employes and to authorize the creation of Boards of Arbitration and Conciliation, and to appropriate money for the maintenance thereof.

Be it enacted by the Legislature of the State of Minnesota:

Section 1. That within thirty days after the passage of this act the Governor shall, by and with the advice and consent of the Senate, appoint a State Board of Arbitration and Conciliation, consisting of three competent persons, who shall hold office until their successors are appointed. On the first Monday in January, eighteen hundred and ninety-seven, and thereafter, biennially, the Governor, by and with like advice and consent, shall appoint said Board, which shall be constituted as follows: One of them shall be an employer of labor, one of them shall be a member selected from some bona fide trade union and not an employer of labor, and who may be chosen from a list submitted by one or more trade and labor assemblies in the State, and the third shall be appointed upon the recommendation of the other two as hereinafter provided, and shall be neither an employe or an employer of skilled labor; provided, however, that if the two first appointed do not agree in nominating one or more persons to act as the third member before the expiration of ten days, the appointment shall then be made by the Governor without such recommendation. Should a vacancy occur at any time, the Governor shall in the same manner appoint some one having the same qualifications to serve out the unexpired term. and he may also remove any member of said Board.

Section 2. The said Board shall, as soon as possible after their appointment organize by electing one of their members as president and another as secretary, and establish, subject to the approval of the Governor, such rules of procedure as may seem advisable.

Section 3. That whenever any controversy or difference arises relating to the conditions of employment or rates of wages between any employer, whether an individual, a copartnership or corporation, and whether resident or nonresident, and his or their employes, if at the time he or it employs not less than ten persons in the same general line of business in any city or town in this State, the Board shall, upon application, as hereinafter provided, as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be submitted to by either or both to adjust said dispute, and within ten days after said injury make a written decision thereon. This decision shall at once be made public and a short statement thereof published in a biennial report hereinafter provided for, and the said Board shall also cause a copy of said decision to be filed with the clerk of the district court of the county where said business is carried on.

Section 4. That said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievance alleged, and shall be verified by at least one of the signers. When an application is signed by an agent claiming to represent a majority of such employes, the Board shall, before proceeding further, satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said Board. Within three days after the receipt of said application the secretary of said Board shall cause public notice to be given of the time and place where said hearing shall be held. But public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made notice shall be given to the parties interested in such manner as the Board may order; and the Board may at any stage of the proceedings cause public notice to be given, notwithstanding such request.

Section 5. The said Board shall have power to summon as witnesses any clerk, agent or employe in the departments of the business who keeps the records of wages earned in those departments, and require the production of books containing the records of wages paid. Summons may be signed and oaths administered by any member of the Board. Witnesses summoned before the Board shall be paid by the Board the same witness fees as witnesses before a district court.

Section 6. That upon the receipt of an application, after notice has been given as aforesaid, the Board shall proceed as before provided, and render a written decision which shall be open to public inspection, and shall be recorded upon the records of the Board and published at the discretion of the same in a biennial report which shall be made to the Legis-

lature on or before the first Monday in January of each year in which the Legislature is in regular session.

Section 7. In all cases where the application is mutual, the decision shall provide that the same shall be binding upon the parties concerned in said controversy or dispute for six months, or until sixty days after either party has given the other notice in writing of his or their intention not to be bound by the same. Such notice may be given to said employes by posting the same in three conspicuous places in the shop, factory or place of employment.

Section 8. Whenever it shall come to the knowledge of said Board, either by notice from the mayor of a city, the county commissioners, the president of a chamber of commerce or other representative body, the president of the central labor council or assembly, or any five reputable citizens, or otherwise, that what is commonly known as a strike or lockout is seriously threatened or has actually occurred, in any city or town of the State, involving an employer and his or its present or past employes, if at any time such employer is employing, or up to the occurrence of the strike or lockout was employing, not less than ten persons in the same general line of business in any city or town in this State, and said Board shall be satisfied that such information is correct, it shall be the duty of said Board, within three days thereafter, to put themselves in communication with such employer and employes and endeavor by mediation to effect an amicable settlement between them, or to persuade them to submit the matter in dispute to a local board of arbitration and conciliation, as hereinafter provided, or to said State Board, and the said State Board may investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible for the continuance of the same, and may make and publish a report assigning such responsibility. The said board shall have the same powers for the foregoing purposes as are given them by sections three and four of this act.

Section 9. The parties to any controversy or difference, as specified in this act, may submit the matter in dispute in writing to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbiters, the employes or their duly authorized agent another, and the two arbiters so designated may choose a third, who shall also be chairman of the board. Each arbiter so selected shall sign a contract to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths to faithfully and impartially discharge his duty as such arbiter, which consent and oath shall be filed in the office of the clerk of the district court of the county where such dispute arises. Such board shall, in respect to the matters submitted to them, have and exercise all the powers which the State Board may have and exercise, and their decisions shall have whatever binding effect may be agreed to by the parties to the controversy in the written submission. Vacancies in such local boards

may be filled in the same manner as the regular appointments are made. It shall be the duty of said State Board to aid and assist in the formation of such local boards throughout the State in advance of any strike or lockout, whenever and wherever in their judgment the formation of such local boards will have a tendency to prevent or allay the occurrence thereof. The jurisdiction of such local boards shall be exclusive in respect to the matters submitted to them; but they may ask and receive the advice and assistance of the State Board. The decisions of such local boards shall be rendered within ten days after the close of any hearing held before them; such decision shall at once be filed with the clerk of the district court of the county in which such controversy arose, and a copy thereof shall be forwarded to the State Board.

Section 10. Each member of said State Board shall receive as compensation five dollars a day, including mileage, for each and every day actually employed in the performance of the duties provided for by this act; such compensation shall be paid by the State treasurer on duly detailed vouchers approved by said Board and by the Governor.

Section 11. The said Board, in their biennial reports to the Legislature shall include such statements, facts and explanations as will disclose the actual workings of the Board, and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and the disputes between employers and employes; and the improvement of the present relations between labor and capital. Such biennial reports of the Board shall be printed in the same manner and under the same regulations as the reports of the executive officers of the State.

Section 12. There is hereby annually appropriated out of any money in the State treasury not otherwise appropriated the sum of two thousand dollars or so much thereof as may be necessary for the purposes of carrying out the provisions of this act.

Section 13. All acts and parts of acts inconsistent with this act are hereby repealed.

Section 14. This act shall take effect and be in force from and after its passage.

Approved April 25, 1895.

THE ARBITRATION LAW OF ILLINOIS.

The law creating the State Board of Arbitration and defining its powers and duties was approved and in force August 2, 1895. An amendatory act, prepared by the Board, approved and in force April 12, 1899, made additions to section 3 and inserted three new sections—5a, 5b and 6a. These amendments somewhat extend the power and jurisdiction of the Board. Briefly stated, their provisions are as follows:

1. The Board, by judicial process, may, in all cases, compel the attendance and testimony of witnesses and the production of necessary books and papers.

2. In case of a failure to abide by the decision of the Board, in a joint proceeding, the decision, upon application of the aggrieved party, may be enforced by a rule of court.

3. The jurisdiction of the Board is extended so as to include cases in which several employers have a common difference with their employes, if the aggregate number of the employes be more than twenty-five, regardless of the number employed by each individual employer involved.

4. It is made the duty of the mayors of cities, the presidents of incorporated towns and villages, and the chief executive officers of labor organizations to promptly communicate to the State Board of Arbitration information as to strikes and lockouts, actual or threatened.

The full text of the Arbitration Law, as amended by act approved and in force April 12, 1899, is as follows:

An act to create a state board of arbitration for the investigation or settlement of differences between employers and their employes, and to define the powers and duties of said board.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 1. As soon as this act shall take effect the governor, by and with the advice and consent of the Senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled a "state board of arbitration," to serve as a state board of arbitration and conciliation; one and only one of whom shall be an employer of labor, and only one of whom shall be an employe, and shall be selected from some labor organization. They shall hold office until March one, eighteen hundred and ninety-seven, or until their successors are appointed, but said board shall have no power to act as such until they and each of them are confirmed by the senate. On the first day of March eighteen hundred and ninety-seven, the governor, with the advice and consent of the senate, shall appoint three persons as members of said board, in the manner above provided, one to serve one year, one for two years and one for three years, or until their respective successors are appointed, and on the first day of March in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the members whose term expires, and to serve for the term of three years, or until his successor is appointed. If a vacancy occurs at any time the governor shall in the same manner appoint some one to serve out the unexpired term. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. The board shall at once organize by the choice of one of their number as

chairman, and they shall, as soon as possible after such organization, establish suitable rules of procedure. The board shall have power to select and remove a secretary, who shall be a stenographer, and who shall receive a salary, to be fixed by the board, not to exceed twelve hundred dollars per annum, and his necessary traveling expenses, on bills of items to be approved by the board, to be paid out of the state treasury.

Section 2. When any controversy or difference not involving questions which may be the subject of an action at law or bill in equity, exists between an employer, whether an individual, co-partnership or corporation employing not less than twenty-five persons, and his employees in this state, the board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, and shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the board shall cause a copy thereof to be filed with the clerk of the city, town or village where said business is carried on.

Section 3. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place of the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. The board in all cases shall have power to summon as witnesses any operative or expert in the department of business affected, and any person who keeps the record of wages earned in those departments, or any other person, and to examine them under oath, and to require the production of books containing the records or wages paid, and such other books and papers as may be deemed necessary to a full and fair investigation of the matter in controversy. The board shall have power to issue subpoenas, and oaths may be administered by the chairman of the board. If any person, having been served with a subpoena or other process issued by such board, shall wilfully fail or refuse to obey the same, or to answer

such questions as may be propounded touching the subject matter of the inquiry or investigation, it shall be the duty of the circuit court or the county court of the county in which the hearing is being conducted, or of the judge thereof, if in vacation, upon application by such board, duly attested by the chairman and secretary thereof, to issue an attachment for such witness and compel him to appear before such board and give his testimony, or to produce such books and papers as may be lawfully required by said board; and said court, or judge thereof, shall have power to punish for contempt, as in other cases of refusal to obey the process and order of such court.

Section 4. Upon the receipt of such application, and after such notice, the board shall proceed, as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board and published at the discretion of the same in an annual report to be made to the governor before the first day of March of each year.

Section 5. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his or their intention not to be bound by the same after the expiration of sixty days therefrom. Said notice may be given to said employees by posting in three conspicuous places in the shop or factory where they work.

Section 5a. In the event of a failure to abide by the decision of said board in any case in which both employer and employees shall have joined in the application, any person or persons aggrieved thereby may file with the clerk of the circuit court or the county court of the county in which the offending party resides, or in the case of an employer in the county in which the place of employment is located, a duly authenticated copy of such decision, accompanied by a verified petition reciting the fact that such decision has not been complied with and stating by whom and in what respect it has been disregarded. Thereupon the circuit court or the county court (as the case may be) or the judge thereof, if in vacation, shall grant a rule against the party or parties so charged to show cause within ten days why such decision has not been complied with, which shall be served by the sheriff as other process. Upon return made to the rule, the court, or the judge thereof, if in vacation, shall hear and determine the questions presented, and, to secure a compliance with such decision, may punish the offending party or parties for contempt, but such punishment shall in no case extend to imprisonment.

Section 5b. Whenever two or more employers engaged in the same general line of business, employing in the aggregate not less than twenty-five persons, and having a common difference with their employees, shall, co-operating together, make application for arbitration, or whenever such application shall be made by the employees of two or more employers

engaged in the same general line of business, such employees being not less than twenty-five in number, and having a common difference with their employers, or whenever the application shall be made jointly by the employers and employees in such a case, the board shall have the same powers and proceed in the same manner as if the application had been made by one employer, or by the employees of one employer, or by both.

Section 6. Whenever it shall come to the knowledge of the state board that a strike or lockout is seriously threatened in the state, involving an employer and his employees, if he is employing not less than twenty-five persons, it shall be the duty of the state board to put itself into communication as soon as may be with such employer or employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them to submit the matters in dispute to the state board.

Section 6a.. It shall be the duty of the mayor of every city, and the president of every incorporated town or village, whenever a strike or lockout, involving more than twenty-five employees, shall be threatened or has actually occurred within or near such city, incorporated town or village, to immediately communicate the fact to the state board of arbitration, stating the name or names of the employer or employers and one or more employees, with their postoffice addresses, the nature of the controversy or difference existing, the number of employees involved and such other information as may be required by the said board. It shall be the duty of the president or chief executive officer of every labor organization, in case of a strike or lockout, actual or threatened, involving the members of the organization of which he is an officer, to immediately communicate the fact of such strike or lockout to said board, with such information as he may possess, touching the difference or controversy, and the number of employees involved.

Section 7. The members of the said board shall receive a salary of fifteen hundred dollars a year, and necessary traveling expenses, to be paid out of the treasury of the state upon bills of particulars approved by the governor.

Section 8. Any notice or process issued by the state board of arbitration shall be served by any sheriff, coroner or constable to whom the same may be directed, or in whose hands the same may be placed for service.

MONTANA.

There was a law in Montana, approved February 28, 1887, entitled "An act to provide for a Territorial Board of Arbitration for the settlement of differences between employers and employees." The legislative Assembly of the Territory, on March 14, 1889, created a commission to

codify laws and procedure, and to revise, simplify and consolidate statutes; and Montana became a State on November 8th of the same year.

The following is the law relating to arbitration of industrial disputes, as it appear in "The Codes and Statutes of Montana in force July 1, 1895."

THE POLITICAL CODE.

(Part III, Title VII, Chapter XIX.)

Section 3330. There is a State Board of Arbitration and Conciliation, consisting of three members, whose term of office is two years and until their successors are appointed and qualified. The Board must be appointed by the Governor, with the advice and consent of the Senate. If a vacancy occurs at any time the Governor shall appoint some one to serve out the unexpired term, and he may in like manner remove any member of said Board. (Section 3330. Act approved March 15, 1895.)

Section 3331. One of the Board must be an employer, or selected from some association representing employers of labor; and one of them must be a laborer, or selected from some labor organization, and not an employer of labor, and the other must be a disinterested citizen.

Section 3332. The members of the board must, before entering upon the duties of their office, take the oath required by the Constitution. They shall at once organize by the choice of one of their number as chairman. Said Board may appoint and remove a clerk of the Board, who shall receive such compensation as may be allowed by the Board, but not exceeding five dollars per day for the time employed. The Board shall, as soon as possible after its organization, establish such rules or modes of procedure as are necessary, subject to the approval of the Governor. (Section 3332. Act approved March 15, 1895.)

Section 3333. Whenever any controversy or dispute, not involving questions which may be the subject of a civil action, exists between an employer (if he employs twenty or more in the same general line of business in the State) and his employes, the Board must, on application **as is hereinafter provided**, visit the locality of the dispute and make inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done, by either or both, to adjust said dispute, and the Board must make a written decision thereon. The decision must at once be made public, and must be recorded in a book kept by the clerk of the Board, and a statement thereof published in the annual report, and the Board must cause a copy thereof to be filed with the clerk of the county where the dispute arose.

Section 3334. The application to the Board of Arbitration and Conciliation must be signed by the employer, or by a majority of his employes in the department of the business in which the controversy or

difference exists, or their duly authorized agent or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said Board, if it shall be made within four weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employes, the Board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said Board; as soon as may be after the receipt of said application the secretary of said Board shall cause public notice to be given of the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given; when such request is made notice shall be given to the parties interested in such manner as the Board may order; and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. When notice has been given as aforesaid, each of the parties to the controversy, the employer on one side and the employes interested on the other side, may in writing nominate, and the Board may appoint, one person to act in the case as expert assistant to the Board. The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the Board, to obtain and report to the Board information concerning the wages paid, the hours of labor and the methods and grades of work prevailing in manufacturing establishments, or other industries or occupations, within the State, of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the Board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the State such compensation as shall be allowed and certified by the Board, not exceeding — dollars per day, together with all necessary traveling expenses. Nothing in this act shall be construed to prevent the Board from appointing such other additional expert assistant or assistants as it may deem necessary, who shall be paid in like manner. Should the petitioner or petitioners fail to perform the promise made in said application, the Board shall proceed no further thereupon without the written consent of the adverse party. The Board shall have power to summon as witnesses any operative or employe in the department of business affected, and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the Board. (Section 3334. Act approved March 15, 1895.)

Section 3335. Upon the receipt of such application and after such notice, the Board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the Board, and published at the discretion of the same in an annual report to be made to the Governor on or before the first day of December in each year. (Section 3335. Act approved March 15, 1895.)

Section 3336. Any decision made by the Board is binding upon the parties who join in the application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. The notice must be given to employes by posting the same in three conspicuous places in the shop, office, factory, store, mill or mine where the employes work.

Section 3337. The parties to any controversy or difference as described in section thirty-three hundred and thirty-three of this Code may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes, or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the State Board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the State Board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the county in which the controversy or difference arose, and a copy thereof shall be forwarded to the State Board and entered upon its records. Each of such arbitrators shall be entitled to receive from the treasury of the county in which the controversy or difference that is the subject of the arbitration exists, if such payments shall be approved by the commissioners of said county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of any city or two commissioners of any county, that a strike or lockout such as described hereafter in this section is seriously threatened or actually occurs, the mayor of such city, or said commissioners of such county, shall at once notify the State Board of the fact. Whenever it shall come to the knowledge of the State Board, either by notice from the mayor of a city or two or more commissioners of a county, as provided in this section, or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any city or county of this State, involving an employer and his present or past employes, if at the time he is employing or up to the occurrence of the strike or lockout was employing not less than twenty persons in the same general line of

business in any city, town or county in this State, it shall be the duty of the State Board to put itself in communication as soon as may be with such employer and employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, providing that a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as above provided, or to the State Board; and said State Board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The Board shall have the same power for the foregoing purposes as are given it by section thirty-three hundred and thirty-three of this Code. Witnesses summoned by the State Board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the Board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be (see section nine of Massachusetts act and make such provisions as deemed best) certified to the State Board of Examiners for auditing, and the same shall be paid as other expenses of the State from any moneys in the State treasury. (Section 3337. Act approved March 15, 1895.)

Section 3338. The arbitrators hereby created must be paid five dollars for each day of actual service and their necessary traveling expenses and necessary books of record, to be paid out of the treasury of the State, as by law provided.

MICHIGAN.

An act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes and to authorize the creation of a State Court of Mediation and Arbitration.

Section 1. The people of the State of Michigan enact, That whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful to submit the same in writing to a Court of Arbitrators for hearing and settlement, in the manner hereinafter provided.

Section 2. After the passage of this act the Governor may, whenever he shall deem it necessary, with the advice and consent of the Senate, appoint a State Court of Mediation and Arbitration, to consist of three competent persons, who shall hold their terms of office, respectively, one, two and three years, and upon the expiration of their respective terms

the said term of office shall be uniformly for three years. If any vacancy happens by resignation or otherwise he shall, in the same manner, appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said Court shall have a clerk or secretary, who shall be appointed by the Court, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the Court and also all documents, and to perform such other duties as the said Court may prescribe. He shall have power, under the direction of the Court, to issue subpoenas, to administer oaths in all cases before said Court, to call for and examine all books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the court of record, or the judges thereof, in this State. Said arbitrators and clerks shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person or persons having charge thereof, for the proper and convenient transaction of the business of said Court.

Section 3. Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the Court may be held and taken by and before any one of their number, if so directed. But the proceedings and decisions of any single arbitrator shall not be deemed conclusive until approved by the Court or a majority thereof. Each arbitrator shall have power to administer oaths.

Section 4. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to said State Court, and shall jointly notify said Court or its clerk, in writing, of such grievance or dispute. Whenever such notification to said Court or its clerk is given, it shall be the duty of said Court to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of such grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said Court, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing to submit to the decision of said Court as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike, until the decision of said Court, provided it shall be rendered within ten days after the completion of the investigation. The Court shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony, under oath, in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attend-

ance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this State.

Section 5. After the matter has been fully heard the said board, or majority of its members, shall within ten days, render a decision thereon in writing, signed by them, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the Court in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

Section 6. Whenever a strike or lockout shall occur or is seriously threatened, in any part of the State, and shall come to the knowledge of the Court, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the court is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section four of this act.

Section 7. The fees of witnesses shall be one dollar for each day's attendance, and seven cents per mile traveled by the nearest routes in getting to and returning from the place where attendance is required by the Court, to be allowed by the board of State auditors upon the certificate of the Court. All subpoenas shall be signed by the secretary of the Court, and may be served by any person of full age authorized by the Court to serve the same.

Section 8. Said Court shall make a yearly report to the Legislature, and shall include therein such statements, facts and explanations as will disclose the actual working of the court, and such suggestions as to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and the wage-earners.

Section 9. Each arbitrator shall be entitled to five dollars per day for actual service performed, payable from the treasury of the State. The clerk or secretary shall be appointed from one of their number, and shall receive an annual salary not to exceed twelve hundred dollars, without per diem, per year, payable in the same manner.

Section 10. Whenever the term "employer" or "employees" is used in this act it shall be held to include "firm," "joint stock association," "company" or "corporation," as fully as if each of the last named terms was expressed in each place.

Approved July 3, 1889.

IOWA.

An Act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employes:

Be it enacted by the General Assembly of the State of Iowa:

Section 1. That the district court of each county, or a judge thereof in vacation, shall have power, and upon the presentation of a petition or of the agreement hereinafter named, it shall be the duty of said court, or a judge thereof in vacation, to issue, in the form hereinafter named, a license or authority for the establishment within and for each county of tribunals for voluntary arbitration and settlement of disputes between employers and employed in the manufacturing, mechanical or mining industries.

Section 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least twenty persons employed as workmen, and by four or more separate firms, individuals or corporations within the county, or by at least four employers, each of whom shall employ at least five workmen, or by the representative of a firm, corporation or individual employing not less than twenty men in their trade or industry; provided, that at the time the petition is presented the judge before whom such petition is presented may, upon motion, require testimony to be given as to the representative character of said petitioners, and if it appears that said petitioners do not represent the will of a majority or at least one-half of each party to the dispute, the license for the establishment of said tribunal may be denied, or may make such other order in this behalf as to him shall seem fair to both sides.

Section 3. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the people to compose the tribunal, being an equal number of employers and workmen, the judge shall forthwith cause to be issued a license, substantially in the form hereinafter given, authorizing the existence of such tribunal and fixing the time and place of the first meeting thereof, and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

Section 4. Said tribunal shall continue in existence for one year from date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing or mining industry or business who shall have petitioned for the tribunal or have been represented in the petition therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal from three names presented by the mem-

bers of the tribunal remaining in that class in which the vacancies occur. The removal of any member to an adjoining county shall not cause a vacancy in either the tribunal or post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. The place of umpire in any of said tribunals, and vacancies occurring in such place, shall only be filled by the mutual choice of the whole of the representatives of both employers and workmen constituting the tribunal immediately upon the organization of the same, and the umpire shall be called upon to act after disagreement is manifested in the tribunal by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same.

Section 5. The said tribunal shall consist of not less than two employers or their representatives and two workmen or their representatives. The exact number which shall in each case constitute the tribunal shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened, shall be organized by the selection of one of their members as chairman and one as secretary, who shall be chosen by a majority of the members, or, if such majority can not be had after two votes, then by secret ballot or by lot, as they prefer.

Section 6. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal, other than fuel, light and the use of the room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. The session of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a room in the courthouse, or elsewhere, for the use of said tribunal, shall be provided by the county board of supervisors.

Section 7. When no umpire is acting, the chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute; provided, that the tribunal may unanimously direct that, instead of producing books, papers and accounts before the tribunal an accountant agreed upon by the entire tribunal may be appointed to examine such books, papers and accounts, and such accountant shall be sworn to well and truly examine such books, documents and accounts as may be presented to him, and to report the results of such examination in writing to said tribunal. Before such examination, the information desired and required by the tribunal shall be plainly stated in

writing and presented to said accountant, which statement shall be signed by the members of said tribunal or by a majority of each class thereof. Attorneys at law or other agents of either party to the dispute shall not be permitted to appear or take part in any of the proceedings of the tribunal or before the umpire.

Section 8. When the umpire is acting he shall preside and he shall have all the power of the chairman of the tribunal, and his determination upon all questions of evidence or other questions, in conducting the inquiries there pending, shall be final. Committees of the tribunal, consisting of an equal number of each class, may be constituted to examine into any question in dispute between employers and workmen which may have been referred to said committee by the tribunal, and such committee may hear and settle the same finally, when it can be done by a unanimous vote; otherwise the same shall be reported to the full tribunal and be there heard, as if the question had not been referred. The said tribunal, in connection with the said umpire, shall have power to make or ordain and enforce rules for the government of the body when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments, but such rules shall not conflict with this statute nor with any of the provisions of the Constitution and laws of Iowa.

Section 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof of each class, or by the parties submitting the same, and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing, shall be final. The umpire shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal, and if the award is for a specific sum of money, said award may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested, enter judgment thereon; and when the award is for a specific sum of money, may issue final and other processes to enforce the same.

Section 10. The form of the joint petition or agreement praying for a tribunal under this act shall be as follows:

To the district court of county (or to a judge thereof, as the case may be):

The subscribers hereto, being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the (here name the branch of industry) trade, and having agreed upon A, B, C, D and E, representing the employers, and G, H, I, J and K, representing the workmen, as members of said tribunal, who each are qualified to act thereon, pray that a license for a tribunal in the trade may be issued to said persons named above.

EMPLOYERS.	Names.	Residence.	Works.	Number employed.

EMPLOYEES.	Names.	Residence.	By whom employed.

Section II. The license to be issued upon such petition may be as follows:

STATE OF IOWA,
COUNTY, } ss.:

Whereas, The joint petition and agreement of four employers (or representatives of a firm, corporation or individual employing twenty men, as the case may be) and twenty workmen have been presented to this court (or if to a judge in vacation, so state), praying the creation of a tribunal of voluntary arbitration for the settlement of disputes in the trade within this county, and naming A, B, C, D and E, representing the employers, and G, H, I, J and K, representing the workmen: now, in pursuance of the statute for such case made and

provided, said named persons are hereby licensed and authorized to be and exist as a tribunal of voluntary arbitration for the settlement of disputes between employers and workmen, for the period of one year from this date, and they shall meet and organize on the day of A. D., at

Signed this day of, A. D.....

.....
Clerk of the District Court of County.

Section 12. When it becomes necessary to submit a matter in controversy to the umpire, it may be in form as follows:

We, A, B, C, D and E, representing employers, and G, H, I, J and K, representing workmen, composing a tribunal of voluntary arbitration, hereby submit and refer unto the umpirage of L (the umpire of the tribunal of thetrade), the following subject-matter, viz.: (Here state fully and clearly the matter submitted) and we hereby agree that his decision and determination upon the same shall be binding upon us and final and conclusive upon the questions thus submitted, and we pledge ourselves to abide by and carry out the decision of the umpire when made.

Witness our names this day of, A. D.....

(Signatures.)

.....

Section 13. The umpire shall make his award in writing to the tribunal, stating distinctly his decision on the subject-matter submitted, and when the award is for a specific sum of money, the umpire shall forward a copy of the same to the clerk of the county court.

Approved March 6, 1886.

KANSAS.

An act to establish Boards of Arbitration, and defining their powers and duties.

Be it enacted by the Legislature of the State of Kansas:

Section 1. That the district court of each county, or a judge thereof in vacation, shall have the power, and upon the presentation of a petition, as hereinafter provided, it shall be the duty of said court, or judge, to issue a license, or authority, for the establishment, within and for any county within the jurisdiction of said court, of a tribunal for voluntary arbitration and settlement of disputes between employers and employed, in the manufacturing, mechanical, mining and other industries.

Section 2. The said petition shall be substantially in the form hereinafter given, and the petition shall be signed by at least five persons employed as workmen, or by two or more separate firms, individuals or corporations within the county, who are employers within the county; provided, that at the time the petition is presented, the judge before whom said petition is presented may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that the requisite number of said petitioners are not of the character they represent themselves to be, the establishment of the said tribunal may be denied, or he may make such other order in that behalf as shall to him seem fair to both sides.

Section 3. If the said petition shall be signed by the requisite number of either employers or workmen, and be in proper form, the judge shall forthwith cause to be issued a license, authorizing the existence of such a tribunal and containing the names of four persons to compose the tribunal, two of whom shall be workmen and two employers, all residents of said county, and fixing the time and place of the first meeting thereof; and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

Section 4. Said tribunal shall continue in existence for one year from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, mining or other industry, who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. Said court at the time of the issuance of said license shall appoint an umpire for said tribunal, who shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The umpire shall be called upon to act after disagreement is manifested in the tribunal by failure to agree during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same. And the award of said tribunal shall be final and conclusive upon the questions so submitted to it; provided, that said award may be impeached for fraud, accident or mistake.

Section 5. The said tribunal when convened shall be organized by the selection of one of their number as chairman, and one as secretary, who shall be chosen by a majority of the members.

Section 6. The members of the tribunal and the umpire shall each receive as compensation for their services, out of the treasury of the

county in which said dispute shall arise, two dollars for each day of actual service. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a suitable room for the use of said tribunal shall be provided by the county commissioners.

Section 7. All submissions of matters in dispute shall be made to the chairman of said tribunal, who shall file the same. The chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts necessary, material and pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute. The umpire shall have power when necessary to administer oaths and examine witnesses, and examine and investigate books, documents and accounts pertaining to the matters submitted to him for decision.

Section 8. The said tribunal shall have power to make, ordain and enforce rules for the government of the body, when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not conflict with this statute, nor with any of the provisions of the constitution and laws of the State; provided, that the chairman of said tribunal may convene said tribunal in extra session at the earliest day possible in cases of emergency.

Section 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing, and signed by the members of the tribunal, or a majority thereof, or by the parties submitting the same; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon after hearing shall be final; and said umpire must make his award within five days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award of money, or the award of the tribunal when it shall be for a specific sum, may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested, enter judgment thereon; and when the award is for a specific sum of money, may issue final and other processes to enforce the same; provided, that any such award may be impeached for fraud, accident or mistake.

Section 10. The form of the petition praying for a tribunal under this act shall be as follows:

To the district court of county (or a judge thereof, as the case may be): The subscribers hereto, being the number and having the qualifications required in this proceeding, being desirous of

establishing a tribunal of voluntary arbitration, for the settlement of disputes in the manufacturing, mechanical, mining and other industries, pray that a license for a tribunal of voluntary arbitration may be issued to be composed of four persons and an umpire, as provided by law.

MARYLAND.

An act to provide for the reference of disputes between employers and employes to arbitration.

Section 1. Be it enacted by the general assembly of Maryland, that whenever any controversy shall arise between any corporation incorporated by this State in which this State may be interested as a stockholder or creditor, and any person in the employment or service of such corporation, which, in the opinion of the Board of Public Works, shall tend to impair the usefulness or prosperity of such corporation, the said Board of Public Works shall have power to demand and receive a statement of the grounds of said controversy from the parties to the same; and if, in their judgment, there shall be occasion so to do, they shall have the right to propose to the parties to said controversy, or to any of them, that the same shall be settled by arbitration; and if the opposing parties to said controversy shall consent and agree to said arbitration, it shall be the duty of said Board of Public Works to provide in due form for the submission of the said controversy to arbitration, in such manner that the same shall be finally settled and determined; but if the said corporation or the said person in its employment or service, so engaged in controversy with the said corporation, shall refuse to submit to such arbitration, it shall be the duty of the said Board of Public Works to examine into and ascertain the cause of said controversy, and to report the same to the next General Assembly.

Section 2. All subjects of dispute arising between corporations, and any person in their employment or service, and all subjects of dispute between employers and employes in any trade or manufacture may be settled and adjusted in the manner heretofore mentioned.

Section 3. Whenever such subjects or dispute shall arise as aforesaid, it shall be lawful for either party to the same to demand and have an arbitration or reference thereof in the manner following, that is to say: When the party complaining and the party complained of shall come before, or agree by any writing under their hands, to abide by the determination of any judge or justice of the peace, it shall be lawful for such judge or justice of the peace to hear and finally determine in a summary manner the matter in dispute between such parties; but if such parties shall not come before, or agree to abide by the determination of such judge or justice of the peace, but shall agree to submit their said

cause of dispute to arbitrators appointed under the provisions of this article, then it shall be lawful for any such judge or justice of the peace, and such judge or justice of the peace is hereby required, on complaint made before him, and proof that such agreement for arbitration has been entered into, to appoint arbitrators for settling the matters in dispute; and such judge or justice of the peace shall then and there propose no less than two nor more than four persons, one-half of whom shall be employers and the other half employes, acceptable to the parties to the dispute, respectively, who together with such judge or justice of the peace, shall have full power to finally hear and determine such dispute.

Section 4. In all such cases of dispute as aforesaid, as in all other cases, if the parties mutually agree that the matter in dispute shall be arbitrated and determined in a mode different from the one hereby prescribed, such agreement shall be valid, and the award and determination thereon by either mode of arbitration shall be final and conclusive between the parties. It shall be lawful in all cases for an employer or employee, by writing under his hand, to authorize any person to act for him in submitting to arbitration and attending the same.

Section 5. Every determination of dispute by any judge or justice of the peace shall be given as a judgment of the court over which said judge presides, and of the justice of the peace determining the same; and the said judge or justice of the peace shall award execution thereon as upon verdict, confession or nonsuit; and every award made by arbitrators appointed by any judge or justice of the peace under the provisions of this article shall be returned by said arbitrators to the judge or justice of the peace by whom they were appointed; and said judge or justice of the peace shall enter the same as an amicable action between the parties to the same in the court presided over by said judge or justice of the peace, with the same effect as if said action had been regularly commenced in said court by due process of law, and shall thereupon become a judgment of said court, and execution thereon shall be awarded as upon verdict, confession or non-suit; and in all proceeding under this article, whether before a judge or justice of the peace or arbitrators, costs shall be taxed as they are now allowed by law in similar proceedings, and the same shall be paid equally by the parties to the dispute; such award shall remain four days in court during its sitting, after the return thereof, before any judgment shall be entered thereon; and if it shall appear to the court within that time that the same was obtained by fraud or malpractice in or by surprise, imposition or deception of the arbitrators, or without due notice to the parties or their attorneys, the court may set aside such award and refuse to give judgment thereon.

MISSOURI.

An act to provide for a Board of Mediation and Arbitration for the settlement of differences between employers and their employes.

Be it enacted by the General Assembly of the State of Missouri, as follows:

Section 1. Upon information furnished by an employer of laborers, or by a committee of employes, or from any other reliable source, that a dispute has arisen between employers and employes, which dispute may result in a strike or lockout, the Commissioner of Labor Statistics and Inspection shall at once visit the place of dispute and seek to mediate between the parties, if, in his discretion, it is necessary so to do.

Section 2. If a mediation can not be effected, the Commissioner may, as his discretion, direct the formation of a Board of Arbitration, to be composed of two employers and two employes engaged in a similar occupation to the one in which the dispute exists, but who are not parties to the dispute, and the Commissioner of Labor Statistics and Inspection, who shall be president of the board.

Section 3. The board shall have power to summon and examine witnesses and hear the matter in dispute, and, within three days after the investigation, render a decision thereon, which shall be published, a copy of which shall be furnished each party in dispute, and shall be final, unless objections are made by either party within five days thereafter; provided, that the only effect of the investigation herein provided shall be to give the facts leading to such dispute to the public through an unbiased channel.

Section 4. In no case shall a board of arbitration be formed when work has been discontinued, either by action of the employer or the employes; should, however, a lockout or strike have occurred before the Commissioner of Labor Statistics could be notified, he may order the formation of a board of arbitration upon resumption of work.

Section 5. The board of arbitration shall appoint a clerk at each session of the board, who shall receive three dollars per day for his services, to be paid, upon approval by the Commissioner of Labor Statistics, out of the fund appropriated for expenses of the Bureau of Labor Statistics.

Approved April 11, 1889.

PENNSYLVANIA.

An act to establish Board of Arbitration to settle all questions of wages and other matters of variance between capital and labor.

Whereas, the great industries of this commonwealth are frequently suspended by strikes and lockouts, resulting at times in criminal viola-

tion of the law and entailing upon the state vast expense to protect life and property and preserve the public peace;

And, Whereas, no adequate means exist for the adjustment of these issues between capital and labor, employers and employes, upon an equitable basis where each party can meet together upon terms of equity to settle the rates of compensation for labor and establish rules and regulations for their branches of industry, in harmony with law and a generous public sentiment; therefore,

Section 1. Be it enacted, et cetera, That whenever any differences arise between employers and employes in the mining, manufacturing or transportation industries of the commonwealth which can not be mutually settled to the satisfaction of a majority of all parties concerned, it shall be lawful for either party, or for both parties jointly, to make application to the court of common pleas wherein the service is to be performed about which the dispute has arisen to appoint and constitute a board of arbitration to consider, arrange and settle all matters at variance between them, which must be fully set forth in the application; such application to be in writing and signed and duly acknowledged before a proper officer by the representatives of the persons employed as workmen, or by the representatives of a firm, individual or corporation, or by both, if the application is made jointly by the parties; such applicants to be citizens of the United States; and the said application shall be filed, with the record of all proceedings had in consequence thereof, among the records of said court.

Section 2. That when the application, duly authorized, has been presented to the court of common pleas, as aforesaid, it shall be lawful for said court, if in its judgment the said application allege matters of sufficient importance to warrant the intervention of a board of arbitrators, in order to preserve the public peace or promote the interests and harmony of labor and capital, to grant a rule on each of the parties to the alleged controversy, where the application is made jointly, to select three citizens of the county, of good character and familiar with all matters in dispute, to serve as members of the said board of arbitration, which shall consist of nine members, all citizens of this commonwealth; as soon as the said members are appointed by the respective parties to the issue the court shall proceed at once to fill the board by the selection of three persons from the citizens of the county of wellknown character for probity and general intelligence, and not directly connected with the interests of either party to the dispute, one of whom shall be designated by the said judge as president of the board of arbitration. Where but one party makes application for the appointment of such board of arbitration the court shall give notice, by order of the court, to both parties in interest, requiring them each to appoint three persons as members of said board within ten days thereafter, and

in case either party refuses or neglects to make such appointment, the court shall thereupon fill the board by the selection of six persons who, with the three named by the other party in the controversy, shall constitute said board of arbitration. The said court shall also appoint one of the members thereof secretary to the said board, who shall also have a vote and the same powers as any other members, and shall also designate the time and place of meeting of the said board. They shall also place before them copies of all papers and minutes of proceedings to the case or cases submitted.

Section 3. That when the board of arbitration has been thus appointed and constituted, and each member has been sworn or affirmed, and the papers have been submitted to them, they shall first carefully consider the records before them, and then determine the rules to govern their proceedings; they shall sit with closed doors until their organization is consummated, after which their proceedings shall be public. The president of the board shall have full authority to preserve order at the sessions, and may summon or appoint officers to assist, and in all ballots he shall have a vote. It shall be lawful for him, at the request of any two members of the board, to send for persons, books and papers, and he shall have power to enforce their presence and to require them to testify in any matter before the board, and for any willful failure to appear and testify before said board, when requested by the said board, the person or persons so offending shall be guilty of a misdemeanor, and on conviction thereof in the Court of Quarter Sessions of the county where the offense is committed, shall be sentenced to pay a fine not exceeding five hundred dollars and imprisonment not exceeding thirty days, either or both, at the discretion of the court.

Section 4. That as soon as the board is organized, the president shall announce that the sessions are opened, and the variants may appear with their attorneys and counsel, if they so desire, and open their case; and in all proceedings the applicant shall stand as plaintiff, but when the application is jointly made, the employees shall stand as plaintiff in the case; each party in turn shall be allowed a full and impartial hearing and may examine experts and present models, drawings, statements and any proper matter bearing on the case, all of which shall be carefully considered by the said board in arriving at their conclusions, and the decision of the said board of arbitration shall be final and conclusive of all matters brought before them for adjustment; and the said board of arbitration may adjourn from the place designated by the court for holding its sessions, when it deems it expedient to do so, to the place or places where the dispute arises, and hold sessions and personally examine the workings and matters at variance, to assist their judgment.

Section 5. That the compensation of the members of the board of arbitration shall be as follows, to-wit: Each shall receive four dollars per diem and ten cents per mile, both ways, between their homes and

the place of meeting, by the nearest comfortable routes of travel, to be paid out of the treasury of the county where the arbitration is held; and witnesses shall be allowed from the treasury of the said county the same fees now allowed by law for similar service.

Section 6. That the board of arbitrators shall duly execute their decision, which shall be reached by a vote of a majority of all the members by having the names of those voting in the affirmative signed thereon and attested by the secretary, and their decisions, together with all the papers and minutes of their proceedings, shall be returned to and filed in the court aforesaid for safe keeping.

Section 7. All laws and parts of laws inconsistent with the provisions of this act, be and the same are hereby repealed.

Approved the 18th day of May, A. D. 1893.

UTAH.

Board of Labor, Conciliation, and Arbitration.

Section 1. As soon as this act shall be approved, the Governor, by and with the consent of the Senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled a State Board of Labor, Conciliation and Arbitration, to serve as a State Board of Labor, Conciliation, and Arbitration, one of whom and only one of whom shall be an employer of labor, and only one of whom shall be an employe, and the latter shall be selected from some labor organization, and the third shall be some person who is neither an employe nor an employer of manual labor, and who shall be chairman of the Board. One to serve for one year, one for three years and one for five years, as may be designated by the Governor at the time of their appointment, and at the expiration of their terms, their successors shall be appointed in like manner for the term of four years. If a vacancy occurs at any time, the Governor shall, in the same manner appoint some one to serve the unexpired term and until the appointment and qualification of his successor. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof.

Section 2. The Board shall at once organize by selecting from its members a secretary, and they shall, as soon as possible after such organization, establish suitable rules of procedure.

Section 3. When any controversy or difference, not involving questions which may be the subject of an action at law or bill in equity, exists between an employer (whether an individual, co-partnership or corporation) employing not less than ten persons, and his employes, in this State, the Board shall, upon application as herein provided, and as soon

as practicable thereafter, visit the locality of the dispute, and make a careful inquiry into the cause thereof, hear all persons interested therein, who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof.

Section 4. This decision shall at once be made public, shall be recorded upon the proper book of record to be kept by the secretary of said Board, and a short statement thereof published in the annual report hereinafter provided for.

Section 5. Said application shall be signed by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until a decision of said Board, if it shall be made within three weeks of the date of filing the said application.

Section 6. As soon as may be after receiving said application, the secretary of said Board shall cause public notice to be given, of the time and place for the hearing thereon, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the Board may order, and the Board may at any stage of the proceedings cause public notice, notwithstanding such request.

Section 7. The Board shall have the power to summon as witnesses by subpoena any operative or expert in the department of business affected, and any person who keeps the records of wages earned in those departments, or any other person, and to administer oaths, and to examine said witnesses and to require the production of books, papers and records. In case of a disobedience to a subpoena the Board may invoke the aid of any court in the State in requiring the attendance and testimony of witnesses and the production of books, papers and documents under the provisions of this section. Any of the district courts of the State, within the jurisdiction of which such inquiry is carried on, may, in case of contumacy or refusal to obey a subpoena issued to any such witness, issue an order requiring such witness to appear before said Board and produce books and papers if so ordered, and give evidence touching the matter in question. Any refusal to obey such order of the court may be punished by such court as a contempt thereof.

Section 8. Upon the receipt of such application and after such notice, the Board shall proceed, as before provided, and render a written decision, and the findings of the majority shall constitute the decision of the Board, which decision shall be open to public inspection, shall be recorded upon the records of the Board and published in an annual

report to be made to the Governor before the first day of March in each year.

Section 9. Said decision shall be binding upon the parties who join in said application, or who have entered their appearance before said Board, until either party has given the other notice in writing of his or their intention not to be bound by the same, and for a period of ninety days thereafter. Said notice may be given to said employes by posting in three conspicuous places where they work.

Section 10. Whenever it shall come to the knowledge of the State Board that a strike or lockout is seriously threatened in the State involving any employer and his employes, if he is employing not less than ten persons, it shall be the duty of the State Board to put itself into communication as soon as may be, with such employer and employes, and endeavor by mediation to effect an amicable settlement between them and endeavor to persuade them to submit the matters in dispute to the State Board.

Section 11. The members of said Board shall each receive a per diem of three dollars for each day's service while actually engaged in the hearing of any controversy between any employer and his employe, and five cents per mile for each mile necessarily traveled in going to and returning from the place where engaged in hearing such controversy, the same to be paid by the parties to the controversy, appearing before said Board, and the members of said Board shall receive no compensation or expenses for any other service performed under this act.

Section 12. Any notice or process issued by the State Board of Arbitration shall be served by any sheriff, to whom the same may be directed, or in whose hands the same may be placed for service without charge.

Approved March 24, 1896.

INDIANA.

CHAPTER LXXXVIII.

An act providing for the creation of a Labor Commission, and defining its duties and powers, and providing for arbitrations and investigations of labor troubles.

[H. 111. APPROVED MARCH 4, 1897.]

Be it enacted by the General Assembly of the State of Indiana:

Section 1. That there shall be, and is hereby, created a Commission to be composed of two electors of the State, which shall be designated the Labor Commission, and which shall be charged with the duties and vested with the powers hereafter enumerated.

Section 2. The members of said Commission shall be appointed by the Governor, by and with the advice and consent of the Senate, and

shall hold office for two years and until their successors shall have been appointed and qualified. One of said Commissioners shall have been for not less than ten years of his life an employe for wages in some department of industry in which it is usual to employ a number of persons under single direction and control and shall be at the time of his appointment affiliated with the labor interest as distinguished from the capitalist or employing interest. The other of said Commissioners shall have been for not less than ten years an employer of labor for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the employing interest as distinguished from the labor interest. Neither of said Commissioners shall be less than forty years of age; they shall not be members of the same political party, and neither of them shall hold any other State, county or city office in Indiana during the term for which he shall be appointed. Each of said Commissioners shall take and subscribe an oath, to be endorsed upon his Commission, to the effect that he will punctually, honestly and faithfully discharge his duties as such commissioner.

Section 3. Said Commission shall have a seal and shall be provided with an office at Indianapolis, and may appoint a secretary who shall be a skillful stenographer and typewriter, and shall receive a salary of six hundred dollars per annum and his traveling expenses for every day spent by him in the discharge of duty away from Indianapolis.

4. It shall be the duty of said Commissioners upon receiving creditable information in any manner of the existence of any strike, lockout, boycott or other labor complication in this State affecting the labor or employment of fifty persons or more to go to the place where such complication exists, put themselves into communication with the parties to the controversy and offer their services as mediators between them. If they shall not succeed in effecting an amicable adjustment of the controversy in that way they shall endeavor to induce the parties to submit their differences to arbitration, either under the provisions of this act or otherwise, as they may elect.

Section 5. For the purpose of arbitration under this act, the Labor Commissioners and the judge of the circuit court of the county in which the business in relation to which the controversy shall arise, shall have been carried on, shall constitute a board of arbitrators, to which may be added, if the parties so agree, two other members, one to be named by the employer and the other by the employes in the arbitration agreement. If the parties to the controversy are a railroad company and employes of the company engaged in the running of trains, any terminal within this State, of the road, or of any division thereof, may be taken and treated as the location of the business within the terms of this section for the purpose of giving jurisdiction to the judge of the circuit court to act as a member of the Board of Arbitration.

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Section 6. An agreement to enter into arbitration under this act shall be in writing and shall state the issue to be submitted and decided and shall have the effect of an agreement by the parties to abide by and perform the award. Such agreement may be signed by the employer as an individual, firm or corporation, as the case may be, and execution of the agreement in the name of the employer by any agent or representative of such employer then and theretofore in control or management of the business or department of business in relation to which the controversy shall have arisen shall bind the employer. On the part of the employes, the agreement may be signed by them in their own person, not less than two-thirds of those concerned in the controversy signing, or it may be signed by a committee by them appointed. Such committee may be created by election at a meeting of the employes concerned in the controversy at which not less than two-thirds of all such employes shall be present, which election and the fact of the presence of the required number of employes at the meeting shall be evidenced by the affidavit of the chairman and secretary of such meeting attached to the arbitration agreement. If the employes concerned in the controversy, or any of them, shall be members of any labor union or workmen's society, they may be represented in the execution of said arbitration agreement by officers or committeemen of the union or society designated by it in any manner conformable to its usual methods of transacting business, and others of the employes represented by committee as hereinbefore provided.

Section 7. If upon any occasion calling for the presence and intervention of the Labor Commissioners under the provisions of this act one of said Commissioners shall be present and the other absent, the judge of the circuit court of the county in which the dispute shall have arisen, as defined in section five, shall, upon the application of the commissioners present, appoint a Commissioner pro tem. in the place of the absent Commissioner, and such Commissioner pro tem. shall exercise all the powers of a Commissioner under this act until the termination of the duties of the Commission with respect to the particular controversy upon the occasion of which the appointment shall have been made, and shall receive the same pay and allowances provided by this act for the other Commissioners. Such Commissioner pro tem. shall represent and be affiliated with the same interests as the absent Commissioner.

Section 8. Before entering upon their duties the arbitrators shall take and subscribe an oath or affirmation to the effect that they will honestly and impartially perform their duties as arbitrators and a just and fair award render to the best of their ability. The sittings of the arbitrators shall be in the court-room of the circuit court, or such other place as shall be provided by the county commissioners of the county in which the hearing is had. The circuit judge shall be the presiding member of the board. He shall have power to

issue subpoenas for witnesses who do not appear voluntarily, directed to the sheriff of the county, whose duty it shall be to serve the same without delay. He shall have power to administer oaths and affirmations to witnesses, enforce order, and direct and control the examinations. The proceedings shall be informal in character, but in general accordance with the practice governing the circuit courts in the trial of civil causes. All questions of practice, or questions relating to the admission of evidence shall be decided by the presiding member of the board summarily and without extended argument. The sittings shall be open and public, or with closed doors, as the board shall direct. If five members are sitting as such board three members of the board agreeing shall have power to make an award; otherwise, two. The secretary of the commission shall attend the sittings and make a record of the proceedings in shorthand, but shall transcribe so much thereof only as the commission shall direct.

Section 9. The arbitrators shall make their award in writing and deliver the same, with the arbitration agreement and their oath as arbitrators, to the clerk of the circuit court of the county in which the hearing was had, and deliver a copy of the award to the employer, and a copy to the first signer of the arbitration agreement on the part of the employees. A copy of all the papers shall also be preserved in the office of the commission at Indianapolis.

Section 10. The clerk of the circuit court shall record the papers delivered to him as directed in the last preceding section, in the order book of the circuit court. Any person who was a party to the arbitration proceedings may present to the circuit court of the county in which the hearing was had, or the judge thereof in vacation, a verified petition referring to the proceedings and the record of them in the order book and showing that said award has not been complied with, stating by whom and in what respect it has been disobeyed. And thereupon the court or judge thereof in vacation shall grant a rule against the party or parties so charged, to show cause within five days why said award has not been obeyed, which shall be served by the sheriff as other process. Upon return made to the rule the judge or court if in session, shall hear and determine the questions presented and make such order or orders directed to the parties before him in personam, as shall give just effect to the award. Disobedience by any party to such proceedings of any order so made shall be deemed a contempt of the court and may be punished accordingly. But such punishment shall not extend to imprisonment except in case of willful and contumacious disobedience. In all proceedings under this section the award shall be regarded as presumptively binding upon the employer and all employees who were parties to the controversy submitted to arbitration, which presumption shall be overcome only by proof of dissent from the sub-

mission delivered to the arbitrators, or one of them, in writing, before the commencement of the hearing.

Section 11. The Labor Commission, with the advice and assistance of the attorney-general of the state, which he is hereby required to render, may make rules and regulations respecting proceedings in arbitrations under this act not inconsistent with this act or the law, including forms, and cause the same to be printed and furnished to all persons applying therefor, and all arbitration proceedings under this act shall thereafter conform to such rules and regulations.

Section 12. Any employer and his employes, not less than twenty-five in number, between whom differences exist which have not resulted in any open rupture or strike, may of their own motion apply to the Labor Commission for arbitration of their differences, and upon the execution of an arbitration agreement as hereinbefore provided, a board of arbitrators shall be organized in the manner hereinbefore provided, and the arbitration shall take place and the award be rendered, recorded and enforced in the same manner as in arbitrations under the provisions found in the preceding sections of this act.

Section 13. In all cases arising under this act requiring the attendance of a judge of the circuit court as a member of an arbitration board, such duty shall have precedence over any other business pending in his court, and if necessary for the prompt transaction of such other business it shall be his duty to appoint some other circuit judge, or judge of a superior or the appellate or supreme court to sit in the circuit court in his place during the pendency of such arbitration, and such appointee shall receive the same compensation for his services as is now allowed by law to judges appointed to sit in case of change of judge in civil actions. In case the judge of the circuit court, whose duty it shall become under this act to sit upon any board of arbitrators, shall be at the time actually engaged in a trial which can not be interrupted without loss and injury to the parties, and which will, in his opinion, continue for more than three days to come, or is disabled from acting by sickness or otherwise, it shall be the duty of such judge to call in and appoint some other circuit judge, or some judge of a superior court, or the appellate or supreme court, to sit upon such board of arbitrators, and such appointed judge shall have the same power and perform the same duties as members of the board of arbitration as are by this act vested in and charged upon the circuit judge regularly sitting, and he shall receive the same compensation now provided by law to a judge sitting by appointment upon a change of judge in civil cases, to be paid in the same way.

Section 14. If the parties to any such labor controversy as is defined in section four of this act shall have failed at the end of five days after the first communication of said Labor Commissioner with them to ad-

just their differences amicably, or to agree to submit the same to arbitration, it shall be the duty of the Labor Commission to proceed at once to investigate the facts attending the disagreement. In this investigation the Commission shall be entitled, upon request, to the presence and assistance of the attorney-general of the state, in person or by deputy, whose duty it is hereby made to attend without delay, upon request by letter or telegram from the commission. For the purpose of such investigation the commission shall have power to issue subpoenas, and each of the commissioners shall have power to administer oaths and affirmations. Such subpoena shall be under the seal of the commission and signed by the secretary of the commission, or a member of it, and shall command the attendance of the person or persons named in it at a time and place named, which subpoena may be served and returned as other processes by any sheriff or constable in the state. In case of disobedience of any such subpoena, or the refusal of any witness to testify, the circuit court of the county within which the subpoena was issued, or the judge thereof in vacation, shall, upon the application of the Labor Commission, grant a rule against the disobeying person or persons, or the person refusing to testify, to show cause forthwith why he or they should not obey such subpoena, or testify as required by the commission, or be adjudged guilty of contempt, and in such proceedings such court, or the judge thereof in vacation, shall be empowered to compel obedience to such subpoena as in the case of subpoena issued under the order and by authority of the court, or to compel a witness to testify as witnesses in court are compelled to testify. But no person shall be required to attend as a witness at any place outside the county of his residence. Witnesses called by the Labor Commission under this section shall be paid one dollar per diem fees out of the expense fund provided by this act, if such payment is claimed at the time of their examination.

Section 15. Upon the completion of the investigation authorized by the last preceding section, the labor commission shall forthwith report the facts thereby disclosed affecting the merits of the controversy in succinct and condensed form to the governor, who, unless he shall perceive good reason to the contrary, shall at once authorize such report to be given out for publication. And as soon thereafter as practicable, such report shall be printed under the direction of the commission and a copy shall be supplied to any one requesting the same.

Section 16. Any employer shall be entitled, in his response to the inquiries made of him by the commission in the investigation provided for in the two last preceding sections, to submit in writing to the commission, a statement of any facts material to the inquiry, the publication of which would be likely to be injurious to his business, and the facts so stated shall be taken and held as confidential, and shall not be disclosed in the report or otherwise.

Section 17. Said commissioners shall receive a compensation of ten dollars each per diem for the time actually expended, and actual and necessary traveling expenses while absent from home in the performance of duty, and each of the two members of a board of arbitration chosen by the parties under the provisions of this act shall receive the same compensation for the days occupied in service upon the board. The attorney-general, or his deputy, shall receive his necessary and actual traveling expenses while absent from home in the service of the Commission. Such compensation and expenses shall be paid by the treasurer of the State upon warrants drawn by the auditor upon itemized and verified accounts of time spent and expenses paid. All such accounts, except those of the Commissioners, shall be certified as correct by the Commissioners, or one of them, and the accounts of the Commissioners shall be certified by the secretary of the Commission. It is hereby declared to be the policy of this act that the arbitrations and investigations provided for in it shall be conducted with all reasonable promptness and dispatch, and no member of any board of arbitration shall be allowed payment for more than fifteen days' service in any one arbitration, and no Commissioner shall be allowed payment for more than ten days' service in the making of the investigation provided for in section fourteen and sections following.

Section 18. For the payment of the salary of the secretary of the Commission, the compensation of the Commissioners and other arbitrators, the traveling and hotel expenses herein authorized to be paid, and for witness fees, printing, stationery, postage, telegrams and office expenses there is hereby appropriated out of any money in the treasury not otherwise appropriated, the sum of five thousand dollars for the year eighteen hundred and ninety-seven and five thousand dollars for the year eighteen hundred and ninety-eight.

IDAHO.

State Board of Arbitration.

Section 1. The Governor, with the advice and consent of the senate, shall, on or before the fourth day of March, eighteen hundred and ninety-seven, appoint three competent persons to serve as a State Board of Arbitration and Conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor; one of them shall be selected from some labor organization and not an employer of labor; the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the Gov-

ernor. On or before the fourth day of March, eighteen hundred and ninety-seven, the Governor, with the advice and consent of the Senate, shall appoint three members of said Board in the manner above provided; one to serve for six years; one for four years; and one for two years; or until their respective successors are appointed; and on or before the fourth day of March of each year during which the Legislature of this State is in its regular biennial session thereafter, the Governor shall in the same manner appoint one member of said Board to succeed the member whose term then expires and to serve for the term of six years or until his successor is appointed. If a vacancy occurs at any time, the Governor shall, in the same manner, appoint some one to serve out the unexpired term; and he may in like manner remove any member of said Board. Each member of said Board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their members as chairman. Said Board shall choose one of its members as secretary and may also appoint and remove a clerk of the Board, who shall receive pay only for time during which his services are actually required and that at a rate of not more than four dollars per day during such time as he may be employed.

Section 2. The Board shall, as soon as possible after its organization, establish such rules or procedure as shall be approved by the Governor and senate.

Section 3. Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, co-partnership or corporation, and his employes, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town or village or county in this State, the Board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said Board, and a short statement thereof published in the annual report hereinafter provided for, and the said Board shall cause a copy thereof to be filed with the county recorder of the county where such business is carried on.

Section 4. Said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties and shall contain a concise statement of the grievance complained of, and a promise to continue in the business or at work without any lockout or strike until the decision of said Board, if it shall

be made in three weeks of [from] the date of filing said application, when an application is signed by an agent claiming to represent a majority of such employes, the Board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said Board. As soon as may be after the receipt of said application the secretary of said Board shall cause public notice to be given of the time and place for the hearing thereof; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request be made, notice shall be given to the parties interested in such manner as the Board may order, and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the Board shall proceed no further thereupon without the written consent of the adverse party. The Board shall have the power to summons as witnesses any operative in the departments of business affected, and any person who keeps the records of wages earned in those departments, and to examine them under oath and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the Board.

Section 5. Upon the receipt of such application and after such notice, the Board shall proceed as before provided and render a written decision which shall be open to public inspection, shall be recorded upon the records of the Board and published at the discretion of the same, in an annual report to be made to the Governor of the State on or before the first day of February of each year.

Section 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employes by posting the same in three conspicuous places in the shop or factory, mill or at the mine where they work or are employed.

Section 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing to a local board of arbitration and conciliation, such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent, another, and the two arbitrators so designated may choose a third who shall be chairman of the board.

Such board shall in respect to the matters referred to it, have and exercise all the powers which the State Board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission.

The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the State Board. The decision of such Board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the recorder of the county in which the controversy or difference arose, and a copy thereof shall be forwarded to the State Board. Each of such arbitrators shall be entitled to receive from the treasury of the county in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the board of commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days, for any one arbitration, whenever it is made to appear to the mayor of a city or the board of commissioners of a county that a strike or lockout, such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of commissioners of such county shall at once notify the State Board of the facts.

Section 8. Whenever it shall come to the knowledge of the State Board, either by notice from the mayor of a city or the board of commissioners of a county, as provided in the preceding section or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any county or town of the State involving an employer and his present or past employes, if at the time he is employing, or up to the occurrence of the strike or lockout was employing not less than twenty-five persons in the same general line of business in any county or town in the State, it shall be the duty of the State Board to put itself in communication as soon as may be with such employer, and employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them; provided, that a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the State Board; and said State Board may, if it deems it advisable, investigate the cause or causes, of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame. The Board shall have the same powers for the foregoing purposes as are given it by section three of this act.

Section 9. Witnesses summoned by the State Board shall be allowed the sum of fifty cents for each attendance, and the sum of twenty-five cents, for each hour of attendance in excess of two hours and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the

Board, and for such purpose the Board shall be entitled to draw from the treasury of the State for the payment thereof any of the unappropriated moneys of the State.

Section 10. The members of said Board shall be paid six dollars per day for each day that they are actually engaged in the performance of their duties, to be paid out of the treasury of the State, and they shall be allowed their necessary traveling and other expenses, which shall be paid out of the treasury of the State.

[This bill having remained with the Governor to exceed ten (10) days (Sundays excepted) after the Legislature adjourned becomes a law this twentieth (20th) day of March, A. D. 1897.]

GEORGE J. LEWIS,
Secretary of State.

WISCONSIN.

Chapter 364.

An act to provide for a State Board of Arbitration and Conciliation for the settlement of differences between employers and their employees.

The People of the State of Wisconsin, represented in Senate and Assembly, do enact as follows:

Section 1. The Governor of the State shall within sixty days after the passage and publication of this act appoint three competent persons in the manner hereinafter provided, to serve as a State Board of Arbitration and Conciliation. One of such Board shall be an employer, or selected from some association representing employers of labor; one shall be selected from some labor organization and not an employer of labor; and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed by the Governor as herein provided do not agree upon the third member of such Board at the expiration of thirty days, the Governor shall appoint such third member. The members of said Board shall hold office for the term of two years and until their successors are appointed. If a vacancy occurs at any time the Governor shall appoint a member of such Board to serve out the unexpired term, and he may remove any member of said Board. Each member of such Board shall, before entering upon the duties of his office, be sworn to support the Constitution of the United States, the Constitution of the State of Wisconsin, and to faithfully discharge the duties of his office. Said Board shall at once organize by the choice of one of their number as chairman and another as secretary.

Section 2. Said Board shall as soon as possible after its organization establish such rules of procedure as shall be approved by the Governor and attorney-general.

Section 3. Whenever any controversy or difference not the subject of litigation in the courts of this State exists between an employer, whether an individual, copartnership or corporation, and his employes, if at the time he employs not less than twenty-five persons in the same general line of business in any city, village or town in this State, said Board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what (if anything) should be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision, shall at once be made public, shall be published in two or more newspapers published in the locality of such dispute, shall be recorded upon proper books of record to be kept by the secretary of said Board, and a succinct statement thereof published in the annual report hereinafter provided for, and said board shall cause a copy of such decision to be filed with the clerk of the city, village or town where said business is carried on.

Section 4. Said application shall be signed by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievance complained of and a promise and agreement to continue in business or at work without any lockout or strike until the decision of said Board; provided, however, that said Board shall render its decision within thirty days after the date of filing such application. As soon as may be after the receipt of said application the secretary of said Board shall cause public notice to be given of the time and place for the hearing thereof; but public notice need not be given when both parties to the controversy join in the application and request in writing that no public notice be given. When notice has been given as aforesaid the Board may, in its discretion, appoint two expert assistants to the Board, one to be nominated by each of the parties to the controversy; provided, that nothing in this act shall be construed to prevent the Board from appointing such other additional expert assistants as they may deem necessary. Such expert assistants shall be sworn to the faithful discharge of their duty, such oath to be administered by any member of the Board. Should the petitioner, or petitioners, fail to perform the promise and agreement made in said application, the Board shall proceed no further thereupon without the written consent of the adverse party. The Board shall have power to subpoena as witnesses any operative in the departments of business affected by the matter in controversy, and any person who keeps the records of wages earned in such departments and to examine them under oath, and to require the production of books containing the record of wages paid. Subpoenas may be signed and oaths administered by any member of the Board.

Section 5. The decision of the Board herein provided for shall be open to public inspection, shall be published in a biennial report to be made to the Governor of the State with such recommendations as the Board may deem proper, and shall be printed and distributed according to the provisions governing the printing and distributing of other State reports.

Section 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by such decision from and after the expiration of sixty days from the date of said notice. Said notice may be given by serving the same upon the employer or his representative, and by serving the same upon the employees by posting the same in three conspicuous places in the shop, factory, yard or upon the premises where they work.

Section 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute in writing to a local board of arbitration and conciliation; said board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of such local board; such board shall, in respect to the matters referred to it, have and exercise all the powers which the State Board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the State Board. Such local board shall render its decision in writing within ten days after the close of any hearing held by it, and shall file a copy thereof with the secretary of the State Board. Each of such local arbitrators shall be entitled to receive from the treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved in writing by the mayor of such city, the board of trustees of such village, or the town board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration.

Section 8. Whenever it is made to appear to the mayor of a city, the village board of a village, or the town board of a town, that a strike or lockout such as is described in section nine of this act is seriously threatened or actually occurs, the mayor of such city, or the village board of such village, or the town board of such town, shall at once notify the State Board of such facts, together with such information as may be available.

Section 9. Whenever it shall come to the knowledge of the State Board by notice as herein provided, or otherwise, that a strike or lock-

out is seriously threatened, or has actually occurred, which threatens to or does involve the business interests of any city, village or town of this State, it shall be the duty of the State Board to investigate the same as soon as may be and endeavor by mediation to effect an amicable settlement between employer and employes, and to endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as herein provided for, or to the State Board. Said State Board may, if it deems advisable, investigate the cause or causes of such controversy, ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame.

Section 10. Witnesses subpoenaed by the State Board shall be allowed for their attendance and travel the same fees as are allowed to witnesses in the circuit courts of this State. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him, upon approval by the Board, shall be paid out of the State Treasury.

Section 11. The members of the State Board shall receive the actual and necessary expenses incurred by them in the performance of their duties under this act, and the further sum of five dollars a day each for the number of days actually and necessarily spent by them, the same to be paid out of the State Treasury.

Section 12. This act shall take effect and be in force from and after its passage and publication.

Approved April 19, 1895. Published May 3, 1895.

COLORADO.

ACTS OF 1897.

* Chapter 2. — State Board of Arbitration.

Section 1. There shall be established a State Board of Arbitration consisting of three members, which shall be charged, among other duties provided by this act, with the consideration and settlement, by means of arbitration, conciliation and adjustment, when possible, of strikes, lockouts and labor or wage controversies arising between employers and employes.

Section 2. Immediately after the passage of this act the Governor shall appoint a State Board of Arbitration, consisting of three qualified resident citizens of the State of Colorado and above the age of thirty years. One of the members of said Board shall be selected from the

ranks of active members of a bona fide labor organization of the State of Colorado, and one shall be selected from active employers of labor or from organizations representing employers of labor. The third member of the Board shall be appointed by the Governor from a list which shall not consist of more than six names selected from entirely disinterested ranks submitted by the two members of the Board above designated. If any vacancy should occur in said Board the Governor shall, in the same manner, appoint an eligible citizen for the remainder of the term, as hereinbefore provided.

Section 3. The third member of said Board shall be secretary thereof, whose duty it shall be, in addition to his duties as a member of the Board, to keep a full and faithful record of the proceedings of the Board and perform such clerical work as may be necessary for a concise statement of all official business that may be transacted. He shall be the custodian of all documents and testimony of an official character relating to the business of the Board; and shall also have, under direction of a majority of the Board, power to issue subpoenas, to administer oaths to witnesses cited before the Board, to call for and examine books, papers and documents necessary for examination in the adjustment of labor differences, with the same authority to enforce their production as is possessed by courts of record or the judges thereof in this State.

Section 4. Said members of the Board of Arbitration shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. The Secretary of State shall set apart and furnish an office in the State capitol for the proper and convenient transaction of the business of said Board.

Section 5. Whenever any grievance or dispute of any nature shall arise between employer and employes, it shall be lawful for the parties to submit the same directly to said Board in case such parties elect to do so, and shall jointly notify said Board or its clerk in writing of such desire. Whenever such notification is given it shall be the duty of said Board to proceed with as little delay as possible to the locality of such grievance or dispute and inquire into the cause or causes of such grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said Board, in writing, clearly and in detail, their grievances and complaints and the cause or causes thereof, and severally agree in writing to submit to the decision of said Board as to the matters so submitted, promising and agreeing to continue on in business or at work without a lockout or strike until the decision is rendered by the Board, provided such decision shall be given within ten days after the completion of the investigation. The Board shall thereupon proceed to fully investigate and inquire into the matters in controversy and to take testimony under oath in relation thereto; and shall have power under its chairman or clerk to administer oaths, to issue subpoenas for the attendance of witnesses

the production of books and papers in like manner and with the same powers as provided for in section three of this act.

Section 6. After the matter has been fully heard, the said Board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The clerk of said Board shall file four copies of such decision, one with the Secretary of State, a copy served to each of the parties to the controversy and one copy retained by the Board.

Section 7. Whenever a strike or lockout shall occur or seriously threaten in any part of the State, and shall come to the knowledge of the members of the Board, or any one thereof by written notice from either of the parties to such threatened strike or lockout, or from the mayor or clerk of the city or town, or from the justice of the peace of the district where such strike or lockout is threatened, it shall be their duty, and they are hereby directed, to proceed as soon as practicable to the locality of such strike or lockout and put themselves in communication with the parties to the controversy and endeavor by mediation to effect an amicable settlement of such controversy, and, if in their judgment it is deemed best, to inquire into the cause or causes of the controversy; and to that end the Board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers in like manner and with the same powers as it is authorized by section three of this act.

Section 8. The fees of witnesses before said Board of Arbitration shall be two dollars (\$2.00) for each day's attendance, and five (5) cents per mile over the nearest traveled routes in going to and returning from the place where attendance is required by the Board. All subpoenas shall be signed by the secretary of the Board and may be served by any person of legal age authorized by the Board to serve the same.

Section 9. The parties to any controversy or difference as described in section 5 of this act may submit the matters in dispute in writing to a local board of arbitration and conciliation; said board may, either be mutually agreed upon or the employer may designate one of such arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of such local board; such board shall in respect to the matters referred to it have and exercise all the powers which the State Board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matter submitted to it, but it may ask and receive the advice and assistance of the State Board. Such local board shall render its decision in writing, within ten days after the close of any hearing held by it, and shall file a copy thereof with the secretary of the State Board. Each of such local arbitrators shall be entitled to receive from the treasurer of the city, vil-

lage or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved by the mayor of such city, the board of trustees of such village, or the town board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration; provided, that when such hearing is held at some point having no organized town or city government, in such cases the costs of such hearing shall be paid jointly by the parties to the controversy; provided, further, that in the event of any local board of arbitration or a majority thereof failing to agree within ten (10) days after any case being placed in their hands, the State Board shall be called upon to take charge of said case as provided by this act.

Section 10. Said State Board shall report to the Governor annually, on or before the fifteenth day of November in each year, the work of the board, which shall include a concise statement of all cases coming before the board for adjustment.

Section 11. The Secretary of State shall be authorized and instructed to have printed for circulation one thousand (1,000) copies of the report of the secretary of the Board, provided the volume shall not exceed four hundred (400) pages.

Section 12. Two members of the Board of Arbitration shall each receive the sum of five hundred dollars (\$500) annually, and shall be allowed all money actually and necessarily expended for traveling and other necessary expenses while in the performance of the duties of their office. The member herein designated to be the secretary of the Board shall receive a salary of twelve hundred dollars (\$1200) per annum. The salaries of the members shall be paid in monthly installments by the State Treasurer upon warrants issued by the Auditor of the State. The other expenses of the Board shall be paid in like manner upon approved vouchers signed by the chairman of the Board of Arbitration and the secretary thereof.

Section 13. The terms of office of the members of the Board shall be as follows: That of the members who are to be selected from the ranks of labor organizations and from the active employers of labor shall be for two years, and thereafter every two years the Governor shall appoint one from each class for a period of two years. The third member of the Board shall be appointed as herein provided every two years. The Governor shall have power to remove any members of said Board for cause and fill any vacancy occasioned thereby.

Section 14. For the purpose of carrying out the provisions of this act there is hereby appropriated out of the general revenue fund the sum of seven thousand dollars for the fiscal year 1897 and 1898, only one-half of which shall be used in each year, or so much thereof as may be necessary, and not otherwise appropriated.

Section 15. In the opinion of the general assembly an emergency exists; therefore, this act shall take effect and be in force from and after its passage.

WYOMING.

Article 5 of the Constitution of Wyoming has the following provisions for arbitration of labor disputes:

Section 28. The Legislature shall establish courts of arbitration, whose duty it shall be to hear and determine all differences, and controversies between organizations or associations of laborers, and their employers, which shall be submitted to them in such manner as the Legislature may provide.

Section 30. Appeals from decisions of compulsory boards of arbitration shall be allowed to the Supreme Court of the State, and the manner of taking such appeals shall be prescribed by law.

NORTH DAKOTA.

Chapter 46 of the acts of 1890, relating to the Commissioner of Agriculture and Labor, has the following:

Section 7. If any difference shall arise between any corporation or person, employing twenty-five or more employes, and such employes, threatening to result, or resulting in a strike on the part of such employes, or a lockout on the part of such employer, it shall be the duty of the commissioner, when requested so to do by fifteen or more employes, or by the employer, to visit the place of such disturbance and diligently seek to mediate between such employer and employes.

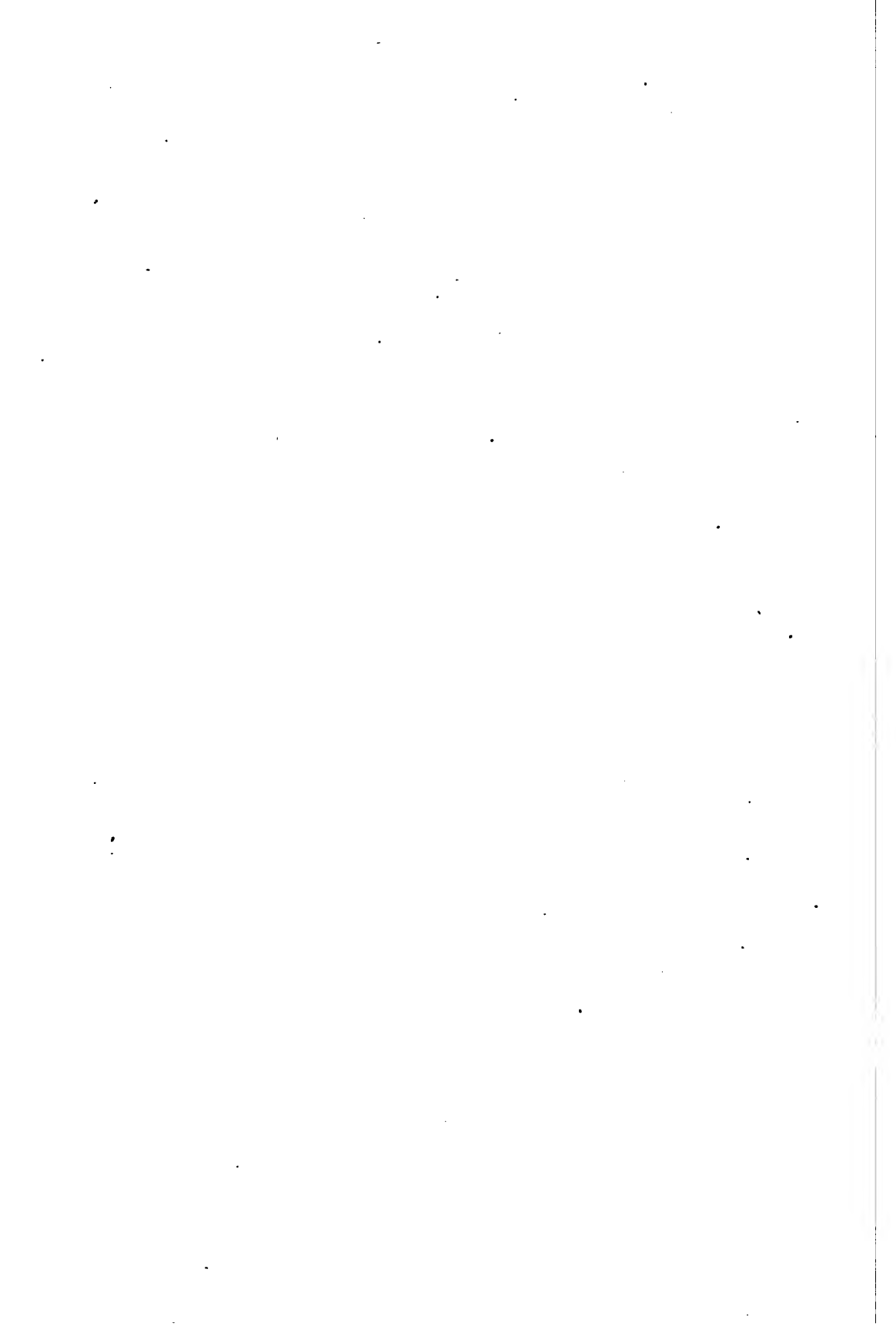
NEBRASKA.

Section four of the law creating the Bureau of Labor and Industrial Statistics of the State of Nebraska is as follows:

Section 4. The duties of said commissioner shall be to collect, collate and publish statistics and facts relative to manufacturers, industrial classes, and material resources of the state, and especially to examine into the relations between labor and capital; the means of escape from fire and protection of life and health in factories and workshops, mines and other places of industries; the employment of illegal child labor; the exaction

of unlawful hours of labor from any employe; the educational, sanitary, moral, and financial condition of laborers and artisans; the cost of food, fuel, clothing, and building material; the causes of strikes and lockouts, as well as kindred subjects and matters pertaining to the welfare of industrial interests and classes.

Approved March 31, 1887.



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Ohio State Board of Arbitration

NINTH ANNUAL REPORT

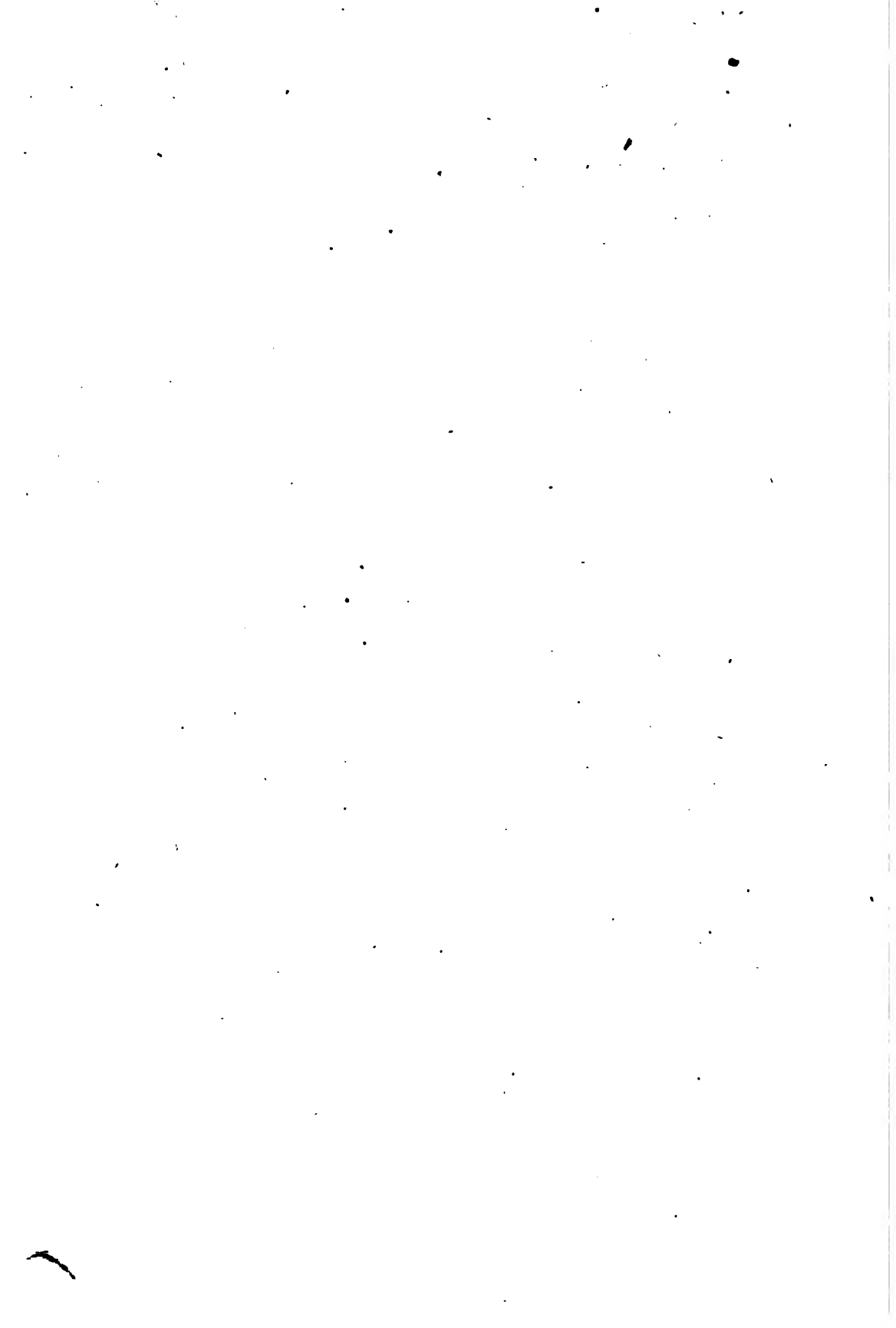
TO THE GOVERNOR OF
THE STATE OF OHIO



Year Ending Dec. 31, 1901

Fred. J. Hoar  State Printer





NINTH ANNUAL REPORT
OF THE
OHIO STATE
BOARD OF ARBITRATION

TO THE
Governor of the State of Ohio

FOR THE
YEAR ENDING DECEMBER 31, 1901.



COLUMBUS, OHIO:
Fred. J. Heer, State Printer.
1902.



COLUMBUS, OHIO, January 3, 1902.

To His Excellency, HON. GEORGE K. NASH, Governor of Ohio:

SIR:— We have the honor to submit to you the report of the State Board of Arbitration for the year 1901.

Very respectfully,

SELWYN N. OWEN, *Chairman.*

JOSEPH BISHOP, *Secretary.*

R. G. RICHARDS.

State Board of Arbitration.

(3)

COLUMBUS, OHIO, January 3, 1902.

To His Excellency, HON. GEORGE K. NASH, Governor of Ohio:

SIR:— We herewith submit the report made to our Board by its Secretary for the year 1901, which we have approved and adopted, and now respectfully submit to your excellency as a statement which will show comprehensively such facts and explanations as will disclose the actual workings of the Board during the year aforesaid.

We improve this occasion to make our grateful acknowledgments to you for the great aid and encouragement which your kind counsel and co-operation have afforded us in the prosecution of our duties.

Respectfully submitted,

SELWYN N. OWEN, *Chairman.*

JOSEPH BISHOP, *Secretary.*

R. G. RICHARDS.

State Board of Arbitration.

(4)

STATE OF OHIO,
OFFICE OF THE STATE BOARD OF ARBITRATION,

COLUMBUS, OHIO, January 3, 1902.

To the State Board of Arbitration:

GENTLEMEN:— I have the honor to hand you herewith a report of the cases that have been brought to the attention of the Board under the arbitration law, during the year 1901.

Very respectfully,

JOSEPH BISHOP, *Secretary.*

(5)

GENERAL REMARKS.

In presenting to you my report for the year just closed, I desire to say that I have noted only the more important or extensive labor troubles that have been brought to our notice and which will more particularly show the methods employed by the Board and the results obtained.

Besides the cases herein reported, I was informed of many other minor difficulties, all of which were settled by friendly negotiations between the parties involved, or readily yielded to pacific influences and therefore did not necessitate a meeting of all the members of the Board.

I again call your attention to the fact that in many instances employers still refuse to recognize labor unions or deal with their accredited representatives in the adjustment of differences. The opposition of certain manufacturers and other employers to labor organizations, and their refusal to deal with employes, except in their individual capacity, has caused greater financial loss to employers, employes, and the general public of Ohio, than any other cause coming to our knowledge within the state during the past year. In all such cases, the strike or lockout is prolonged and embittered and settlements made exceedingly difficult if not impossible.

One of the most hopeful signs of the times and which will go far towards promoting conciliatory methods and more friendly relations between employer and employed, and tend towards industrial peace, was the meeting of the Industrial Department of the National Civic Federation at New York on December 15 and 16, 1901.

The Secretary of the Board was honored with the following invitation to attend the conference, but was unable to be present:

THE NATIONAL CIVIC FEDERATION.

HEADQUARTERS NEW YORK, CHICAGO.

281 FOURTH AVENUE, NEW YORK CITY, December 7, 1901.

Joseph Bishop, Esq., Columbus, Ohio.

MY DEAR SIR:—The sessions of the Meeting of the Industrial Department of The National Civic Federation, December 15–17, will be held at the Board of Trade Rooms, No. 203 Broadway, beginning at 10:30 A. M., and 3 P. M. on both days. The Executive Committee which will be appointed, will meet Monday night, time and place to be announced later, to determine the scope and method of operation.

The topics that will be discussed are, first, the effect of machinery and invention upon labor; second, the "shorter hour" problem; and, third, the "joint agreement" method of preventing strikes and lockouts.

Every member should be prepared to say something on one or all of these important topics. It is particularly desirable that every member be present at the opening session on Monday morning. Will you attend?

Yours very truly,

R. M. EASLEY *Secretary.*

The meeting was called for the purpose of considering the relations of capital and labor, and if possible to devise some means to prevent strikes and lockouts, and was composed of some of the largest employers of labor, the leading representatives of labor unions and some of the most prominent men in civil and religious life.

One of the speakers declared, "I would rather have the credit of making successful the movement to bring labor and capital into closer relations of confidence and reliance, and to make strikes and lockouts and great labor disputes impossible, than to be President of the United States. I think it is the grandest thing that could be accomplished in this country. I want no greater monument than to have the world remember that I did something to end wars between American labor and American capital."

This sentiment was indorsed by all the speakers who expressed an earnest desire for an amicable adjustment of all labor controversies:

The following is the declaration of the Industrial Department of the National Civic Federation:

"The scope and province of this department shall be to do what may seem best to promote industrial peace; to be helpful in establishing rightful relations between employers and workers; by its good offices to endeavor to obviate and prevent strikes and lockouts; to aid in renewing industrial relations where a rupture has occurred.

"That at all times representatives of employers and workers, organized or unorganized, should confer for the adjustment of differences or disputes before an acute stage is reached and thus avoid or minimize the number of strikes or lockouts.

"That mutual agreements as to conditions under which labor shall be performed should be encouraged and that when agreements are made the terms thereof should be faithfully adhered to, both in letter and spirit, by both parties.

"This department, either as a whole or a subcommittee by it appointed, shall when requested, set as a forum to adjust and decide upon questions at issue between workers and their employers, provided in its opinion the subject is one of sufficient importance.

"This department will not consider abstract industrial problems.

"This department assumes no powers of arbitration unless such powers be conferred by both parties to a dispute."

In order that the views of organized labor and its most prominent official representatives may be known with reference to the proceedings of the New York meeting, I desire to call your attention to the following from the American Federationist, the Official Magazine of the American Federation of Labor:

"As will be observed the aim of this movement is to be helpful in establishing rightful relations between employers and the workers, and to endeavor to prevent or reduce the number of strikes and lockouts, and when either has occurred, to bring about peace.

"There can be no question that in the hands of organized labor lies a power to inflict immense injury upon capital, and there is beyond doubt on the part of employers a manifest strong desire to avoid this. This is naturally strong enough motive for conciliation and concession to labor.

"By the very order of things the workers have but little materially to concede. They get too small a share of the products of labor to be able to make many concessions. Their share in the product must of necessity be continually larger and larger; but the desire for industrial peace, that is, the avoidance of strikes and lockouts, is just as intense as it is among the employers.

"Much as absolute industrial peace may be desirable, not even the most sanguine friend or participant in this new effort entertains the belief that strikes and lockouts will be entirely eliminated from our industrial life, but that it will make for the good and for better recognition by each of the rights to which the other may be entitled, no sane or reasonable man will dispute.

"One of the great contentions for which organized labor has stood for years is the opportunity to bring its demands or grievances to the attention of the employers, and have conferences for such purposes. These the new movement unqualifiedly declared for and stands committed to.

"The representatives of the employers, by participating in this conference and equally standing for the declaration made, have placed their seal of disapproval on the hackneyed and unwarrantable position occupied by many of their fellows—'there is nothing to arbitrate.' The hope is entertained, as it certainly should be realized, that this phase of the differences, controversies, and if needs be, struggles between the workers and their employers may be relegated into the limbo of oblivion never to be resurrected.

"The trade union movement seeks to reach agreements with employers as to wages, hours, and other conditions under which labor shall be performed. This the declaration proclaims, and adds what our movement has always insisted upon, the faithful adherence to their terms in both letter and spirit.

"Some mistaken friends have urged that the legislatures in the states of our country should enact laws for the compulsory arbitration of disputes between the workers and the employers; but none have gone so far as to insist that the state should enforce compulsory arbitration unless both parties, that is, the employers and the workers, consent thereto.

"This conference and the establishment of the Industrial Department of the National Civic Federation, is the effort by both parties in industry, the workers and employers, to bring about peace when a strike or lockout has occurred, and to voluntarily arbitrate matters in dispute when both parties in interest agree thereto, without interference of the politician and the courts.

"The influence of the conference, the declarations made, and the personnel of the executive committee, have already had a splendid influence upon the public mind. It is a recognition of the splendid services rendered to the cause by organized labor. It is a practical acceptance by employers, generally, that there is something to concede, discuss, and adjust. That the workers' constant agitation and insistence that they become greater sharers in the product of their toil is justified; that the employers have no right to assume the position of absolute dictation as to terms and conditions under which labor shall be performed.

"There is no attempt to confuse the situation by proclaiming that the interests of the workers and employers are identical; but there is a mutual desire for peace with the hope for industrial improvement and economic, social and human progress."

"And in so far as the effort has brought forth the declaration quoted above and the establishment of the Industrial Department of the National Civic Federation, it should be hailed by all, the workers, the employers, and the general public with cordial sympathy and supported to the end that it may make for the good of all."

The conference provided for a committee consisting of twelve representatives of labor, twelve representatives of capital, and twelve of the general public, who may be regarded as a court or tribunal in which labor controversies may be discussed, and while it has no power to compel adjustments, it can and will show to employer and employed the way to friendly relations.

The high character, standing, and influence of those selected to conduct the affairs of the Industrial Department of the National Civic Federation is of paramount importance and a sufficient guarantee that in all matters the best possible results will be attained.

I take pleasure in recording the names of the officers and the executive committee:

Chairman, M. A. Hanna; first vice-chairman, Samuel Gompers; second vice-chairman, Oscar S. Straus; treasurer, Charles A. Moore; secretary, Ralph M. Easley.

EXECUTIVE COMMITTEE.

On the part of Employers:

MARCUS A. HANNA (Coal Mines, Iron, Shipping and Street Railways), Cleveland.

CHARLES M. SCHWAB (President of the U. S. Steel Corporation), New York City.

S. R. CALLAWAY (President of the American Locomotive Works), New York City.

CHARLES A. MOORE (President The Shaw Electric Crane Company), New York City.

JOHN D. ROCKEFELLER, JR., New York City.

EDWARD P. RIPLEY (President Atchison, Topeka & Santa Fe Railway System), Chicago.

J. KRUTTSCHNITT (Vice-President Southern Pacific Railroad Company), San Francisco.

H. H. VREELAND (President of the National Street Railway Association), New York City.

LEWIS NIXON (Proprietor Crescent Shipyard), New York City.

MARCUS A. MARKS (President National Association of Clothing Manufacturers), New York City.

JAMES A. CHAMBERS (President American Window Glass Company), Pittsburg.

WILLIAM H. PFAHLER (former President National Founders' Association), Philadelphia.

On the part of the Wage-earners:

SAMUEL GOMPERS (President American Federation of Labor), Washington.

JOHN MITCHELL (President of the United Mine Workers of America), Indianapolis.

FRANK P. SARGENT (Grand Master Brotherhood of Locomotive Firemen), Peoria, Ill.

THEODORE J. SHAFFER (President Amalgamated Association of Iron, Steel and Tin Workers), Pittsburg.

JAMES DUNCAN (General Secretary Granite Cutters' National Union), Boston.

DANIEL J. KEEFE (President International Longshoremen's Association), Detroit.

JAMES O'CONNELL (President International Association of Machinists), Washington.

MARTIN FOX (President Iron Moulders' Union of North America), Cincinnati.

JAMES M. LYNCH (President International Typographical Union), Indianapolis.

EDW. E. CLARK (Grand Chief Conductor, Order of Railway Conductors), Cedar Rapids, Iowa.

HENRY WHITE (General Secretary United Garment Workers of America), New York.

W. MACARTHUR (Editor Coast Seamen's Journal), San Francisco.

On the part of the Public:

GROVER CLEVELAND (Ex-President of the United States), Princeton, N. J.

CORNELIUS N. BLISS (Ex-Secretary of the Interior), New York City.

OSCAR S. STRAUS (Ex-Minister to Turkey), New York City.

CHARLES FRANCIS ADAMS (former President of Union Pacific Railroad), Boston.

ARCHBISHOP JOHN IRELAND (of the Roman Catholic Church), St. Paul.

BISHOP HENRY C. POTTER (of the Protestant Episcopal Church), New York City.

CHARLES W. ELIOT (President Harvard University), Cambridge, Mass.

FRANKLIN MACVEAGH (Merchant), Chicago.

JAMES H. ECKELS (former Comptroller of Currency of the United States), Chicago.

JOHN J. MCCOOK (Lawyer), New York City.

JOHN G. MILBURN (Lawyer), Buffalo.

CHARLES J. BONAPARTE (Lawyer), Baltimore.

RALPH M. EASLEY, Ex-officio (Secretary of the National Civic Federation), New York City.

We welcome this new organization and will gladly coöperate with it in all matters that tend to closer relations and good will between employers and workmen. We feel that much good has already been accomplished. The great leaders of labor and capital have met in friendly conference and have mutually agreed upon conciliatory methods in the settlement of differences.

"They know each other better. They appreciate each other's good will. They are convinced that the peaceful method in which there are mutual concessions, is by all odds the cheapest and the best for all concerned."

BLAST FURNACES.

MAHONING VALLEY.

Having been reliably informed that the men employed at the blast furnaces in the Mahoning Valley were about to go on strike against a reduction of wages, the Secretary visited Youngstown on January 29, for the purpose of inquiring into the matter and taking such steps as might be necessary to avert the threatened strike.

Upon investigation, it was learned that about January 1, the manufacturers posted notice at the several furnaces that on February 1 the wages of the fillers, helpers, and turn men would be reduced from \$1.90 to \$1.65 per day.

In explanation of this notice, the proprietors stated that for about two years prior to the summer of 1900 there had been frequent advances in the market price of pig iron and that corresponding advances had been made in the wages of the workmen; that during the latter part of 1900, the price of iron had been reduced about one-half; and notwithstanding this great reduction in the price of their product, there had not been any reduction in wages and the men were still receiving the price paid when iron was fifty per cent. higher than at present.

The manufacturers therefore felt justified in asking for the proposed reduction which would still leave wages considerable higher than when iron sold at corresponding prices.

Speaking for the men, the leaders of the movement explained that while there had been a decline in the price of iron, there was no necessity for a wholesale reduction in wages;—that prior to the recent advances

their pay was not in proportion to the labor performed, that their hours were long, their work was heavy and laborious and that the necessities of life and the cost of living generally had advanced to such a degree that they could not accept the proposed reduction and support their families; and rather than continue work at the reduced wages they would cease operations at the expiration of the notice.

Such was the general attitude of the operators and men at the furnaces throughout the Mahoning Valley when your representative visited the locality.

On January 30, the Struthers Furnace Company and a committee of its employes, acting independent of other furnaces, agreed upon a compromise basis of settlement by which the fillers, helpers and turn men accepted a reduction from \$1.90 to \$1.80 per day. The above settlement at the Struthers Furnace was soon made known to and accepted by the proprietors and men at all other plants, and what would have been a serious labor difficulty and crippled the business welfare of the Mahoning Valley and caused thousands of men to be idle was thus happily averted.

BESSEMER AND CARBON LIME STONE QUARRIES.

YOUNGSTOWN.

On February 5 the public press reported a strike of several hundred men in the employ of the Bessemer and Carbon Limestone Quarries at Youngstown.

Telegraphic communication confirmed the newspaper report and disclosed the fact that the men were on strike against a reduction from 20 cents to 17 cents per ton for quarrying limestone.

Your representative visited the locality for the purpose of endeavoring to effect a prompt and amicable settlement. Investigation disclosed the fact that while the newspaper reports and the official telegraphic communication with the Board located the scene of the strike in the vicinity of Youngstown, the quarries were in fact outside of the State, and therefore beyond the jurisdiction of the Board and no official action could be taken in the matter.

We take pleasure, however, in reporting that the quarrymen and employers reached a prompt and satisfactory settlement of their differences.

STONEWARE POTTERIES.

CROOKSVILLE.

On March 18 the following letter was received by the Board:

CROOKSVILLE, OHIO, March 18, 1901.

Secretary State Board of Arbitration.

In compliance with Section 4364 Revised Statutes of Ohio, I hereby notify you that a strike is existing here between the employers and employes of the potteries in our village.

Location of the different potteries is as follows:

Star Stoneware Co.....	Crooksville, Ohio.
Crooksville Stoneware Co.....	Crooksville, Ohio.
Diamond Stoneware Co.....	Crooksville, Ohio.
Burley, Winter & Co.....	Crooksville, Ohio.
Buckeye Stoneware Co.....	Saltillo, Ohio.
Stine Stoneware Co.....	White Cottage, Ohio.

The nature of the trouble seems to be the difference of wages. The number of employes involved, so far as I can learn, is about 110 men.

The employes here belong to a labor organization known as Dewey Council, No. 7117, Stoneware Potters Union, whose president is C. A. Watts, and the secretary, C. H. Deaver, affiliated with the A. F. of L.

The strike has assumed a serious stage, having been out since January 1. I would advise that you send the Secretary of your Board here as soon as possible.

DANIEL GILES, *Mayor*.

The Secretary visited Crooksville March 20 and found the situation to be as reported by Mayor Giles, except that the Buckeye Stoneware Company had previously signed the scale demanded by the Potters' Union on conditions that the terms of the final settlement at the other potteries should prevail at that plant. The strike involved from 125 to 150 men, all of whom had been idle since January 1.

Upon inquiry it was learned that the scale of prices prevailing at the several potteries for the year 1900 would expire December 31. The men were members of Dewey Council No. 7117 Stoneware Potters' Union, and desiring to form a scale for 1901 they sent the following letter to each of the manufacturers:

HALL OF DEWEY COUNCIL, NO. 7117.

CROOKSVILLE, OHIO, November 24, 1901.

Crooksville and Star Stoneware Co., Crooksville, Ohio.

GENTLEMEN:—At a regular meeting of the Executive Committee of Dewey Council, No. 7117, we decided to write each Company in our District the following:

Owing to the advance in the price of the necessities of life, ninety per cent. of all other crafts have received a voluntary raise in the last eighteen months, we kindly ask that a representative of each company meet us at our hall, or at such other place as they may designate, on December 15, to fix a scale for the year 1901. We know the companies are in a position to advance the price of stoneware so as to justify the payment of a better price for labor, if not so, would advise them to do so.

Thanking you for past favors, I remain,

Yours respectfully,

C. H. DEAVER, *Secretary*.

Owing to some misunderstanding between the proprietors and the representatives of the union, the joint meeting appointed for December 15 was not held; and thereupon, the representative of the union pre-

pared and submitted to the manufacturers a scale of prices which was regarded as being unfair and unjust and therefore unanimously declined.

Up to this time the representatives of the operators and the men had not conferred with each other with a view of settlement.

The manufacturers, however, desired a settlement and were willing to submit the matter to disinterested arbitrators, as will be seen from the following communication to the representatives of the Potters' Union:

CROOKSVILLE, OHIO, March 8, 1901.

GENTLEMEN:—We, as stockholders of the following potteries, The Star Stoneware Co., The Crooksville Stoneware Co., The Diamond Stoneware Co., and Burley, Winter & Co., are willing to submit the wage scale question to an arbitrating committee, to be selected as follows:

The laborers are to select one disinterested man in no way connected with a labor organization.

The manufacturers are to select one disinterested man in no way connected with the stoneware business.

The two parties selected by the laborers and the manufacturers are to select a third party.

We suggest that the labor organization select one person to present their grievances to the arbitrating committee, and the manufacturers are to do likewise.

After both parties have laid their grievances before said arbitrating committee, they are to adjourn from the meeting of the arbitrating committee.

After a decision is reached by said arbitrating committee it is understood that both laborers and manufacturers are to abide by their decision for a period of one year from April 1, 1901.

THE STAR STONWARE CO.
THE CROOKSVILLE STONWARE CO.
THE DIAMOND STONWARE CO.
BURLEY, WINTER & CO.

The above proposition to arbitrate was not regarded favorably by the men and the strike continued without any material change in the situation until the Secretary of the Board arrived on the ground. He at once attended a meeting of the manufacturers and explained to them the various features of the arbitration law, the duties and powers of the Board and the advantage of a prompt settlement of the controversy and the importance of friendly negotiations to that end; and urged them to appoint a committee with full power to adjust the difference.

On the same date your representative attended a special meeting of the Stoneware Potters' Union and pointed out to them the exhaustive nature of strikes and urged them to take such steps as would lead to more friendly relations with their employers and promote a speedy and satisfactory settlement.

Both sides promptly yielded to the request of the Board and appointed committees with full power to settle the difficulty.

The first joint conference between the parties was held on Thursday morning, March 21, and continued from time to time until Friday evening, March 22, when satisfactory terms were agreed upon. The scale of

prices, however, was not signed until March 23d, when the following agreement was made between the representatives of the manufacturers and the Potters' Union:

PRICES FOR JOLLY WHEELS.

Jugs.

5 gallon jugs, per 100.....	\$2 25
4 gallon jugs, per 100.....	2 10
3 gallon jugs, per 100.....	1 50
2 gallon jugs, per 100.....	1 00
1 gallon jugs, per 100.....	70
$\frac{1}{2}$ gallon jugs, per 100.....	50
$\frac{1}{4}$, $\frac{1}{2}$ and 1-16 gallon jugs, per 100.....	45

Fifteen cents extra per hundred for molded handles.

Milk Cans.

2 gallons, per 100.....	\$0 72
$1\frac{1}{2}$ gallons, per 100.....	55
1 gallon, per 100.....	38
$\frac{1}{2}$ gallon, per 100.....	35
$\frac{1}{4}$ gallon, per 100.....	30
$\frac{1}{8}$, 1-16 and 1-32, per 100.....	25

Measures.

$\frac{1}{2}$ gallon, per 100.....	\$0 35
$\frac{1}{4}$ gallon, per 100.....	30
$\frac{1}{8}$ gallon, per 100.....	25

Funnels.

Per 100	\$0 30
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Butter Jars.

6 gallons, per 100.....	\$3 00
5 gallons, per 100.....	2 30
4 gallons, per 100.....	2 00
3 gallons, per 100.....	1 40
2 gallons, per 100.....	1 70
1 gallon, per 100.....	45
$\frac{1}{2}$ gallon, per 100.....	35
$\frac{1}{4}$ gallon, per 100.....	30
$\frac{1}{8}$, 1-16 gallon, per 100.....	25
2 gallons, with handles, per 100.....	95

Dutch Pots.

2 gallons, per 100.....	\$0 70
$1\frac{1}{2}$ gallons, per 100.....	55
1 gallon, per 100.....	45
$\frac{1}{2}$ gallon, per 100.....	35
$\frac{1}{4}$ gallon, per 100.....	30

Filters.

Per 100	\$5 00
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Chambers.

Per 100 \$0 75

Beer Mugs.

Per 100 \$1 00

Pitchers, Drawn Handles.

1 gallon, per 100..... \$0 90

$\frac{1}{2}$ gallon, per 100..... 80

$\frac{1}{4}$ gallon, per 100..... 65

Finished ready to glaze.

Slop Jars.

With ears, per 100..... \$1 25

With bail, per 100..... 1 00

Finished ready to glaze.

Lids.

Butter Jar, $\frac{1}{2}$ to 6, per 100..... \$0 60

Butter Jar, 8 to 10, per 100..... 70

Chamber covers, per 100..... 60

Finished.

Preserve lids, 1 to 5, per 100..... 25

Preserve lids, 1 gallon..... 20

Churn lids, per 100..... 35

Fruit cans same price as jugs.

World's Mnfg. Co., per 100..... 35

Stew Pans.

$1\frac{1}{2}$ gallons, per 100..... \$0 60

1 gallon, per 100..... 45

$\frac{1}{2}$ gallon, per 100..... 40

Bean Pots.

6, 5, 4, 3 quarts, per 100..... \$0 75

2, $1\frac{1}{2}$, 1 quarts, per 100..... 75

Cuspidors.

Per 100, finished ready to glaze..... \$0 50

Pickle Buckets.

2 gallons, per 100..... \$1 00

1 gallon, per 100..... 80

$\frac{1}{2}$ gallon, per 100..... 60

$\frac{1}{4}$, $\frac{1}{8}$ gallon, per 100..... 50

Ten cents extra per 100 for turning out under top.

Syrup jugs with lip, per 100..... 1 40

Poultry fountains, per 100..... 3 50

Water Kegs.

5 gallons, per 100..... \$2 50

3 gallons, per 100..... 1 50

2 gallons, per 100..... 1 00

1 gallon, per 100..... 70

Prices for Turners.

6 gallon ware and under, per days' work.....	\$0 65
8 gallons and upwards.....	70

Number of Pieces per Days' Work.

$\frac{1}{4}$ gallon ware of all kinds.....	84
$\frac{1}{2}$ gallon ware of all kinds.....	74
1 gallon jugs	48
1 gallon pots	60
2 gallon pots	40
2 gallon jugs	36
3 gallon jugs	27
3 gallon jars with handles.....	27
3 gallon jars, no handles.....	30
4 gallon jars	20
5 gallon jars or jugs.....	15
6 gallon jars or jugs.....	12
8 gallon jars or jugs.....	9
10 gallon jars or jugs.....	7
12 gallon jars or jugs.....	6
15 gallon jars or jugs.....	5
20 gallon jars or jugs.....	4
25 gallon jars or jugs.....	3
30 gallon jars or jugs.....	2
4 gallon churns	18

All other sized churns and preserve jars same as butter jars.

Day Labor.

Night watchman, per night.....	\$1 65
Engineer, per day of 10 hours.....	1 85
First kiln burner, per day of 10 hours.....	2 00
Second kiln burner, per day of 10 hours.....	1 00
The above applies to kiln setters.	
Car loader or crater, ten hours.....	1 50
Clay pugger, ten hours.....	1 50
Common labor, ten hours.....	1 40

Old men to receive not less than \$1.00 per day of ten hours. This applies to men unable to do a day's work.

Boy Labor.

Prices to be regulated by the manufacturer without interference of employes so long as they are not required to do mens work.

It is agreed that in case any dispute or difference shall arise between any of the employes and the employers included in this agreement and which they are unable to adjust, the same shall be referred to an arbitration committee, which shall be composed of an equal number of employers and employes, and work shall be continued pending such arbitration without any lockout or strike until a decision of said arbitration committee, which shall be binding upon all parties.

It is further agreed that in order to prevent lockout or strike in the future, the representatives of the employers and employes to this agreement shall meet

in joint conference 80 days before the expiration of this agreement and from time to time thereafter and as often as may be necessary to arrange terms, conditions and prices of labor for the following year; and if said representatives of employers and employes are unable to reach an agreement for the next year before the expiration of the present arrangement, the matter in dispute shall be referred to an arbitration committee for settlement.

Said arbitration committee shall be selected as follows:

The employers to select one and the employes to select one and the two members thus selected shall choose the third member of said arbitration committee, who shall be chairman; and work shall be continued pending such arbitration without lockout or strike, until the decision of said arbitration committee, which shall be binding on all parties.

It is also agreed that no workman shall be discharged except for good and sufficient cause, and identification with any labor union shall not be deemed good cause.

Signatures of Manufacturing Committee:

THE STAR STONEWARE CO.

Per J. J. HULL.

THE DIAMOND STONEWARE CO.,

BURLEY, WINTER & CO.

By J. G. BURLEY.

Signatures of Dewey Council Committee:

C. A. WATTS,

C. H. DEAYER,

B. A. KINNAN,

E. O. WATTS.

It is worthy of note that notwithstanding the strike had been going on for three months and the approximate loss in business and wages was about \$35,000.00, the manufacturers and the men met each other in the most friendly and cordial manner. The employers were fair and equitable in reaching a settlement. The men deserve commendation for the conciliatory spirit shown by them. The prompt and satisfactory settlement reached was due entirely to the fact that each side endeavored to be fair and do right toward the other.

The Secretary takes pleasure in saying that the several conferences between the manufacturers and workmen involved in the controversy at the Crooksville Stoneware Potteries were the most cordial and friendly that have come to our knowledge since the organization of the Board.

THE C. W. STINE POTTERY COMPANY.

WHITE COTTAGE.

The beginning of the difficulty at The C. W. Stine Pottery Company dates back to the first of the year, when the employes of the several potteries at Crooksville, also Saltillo and White Cottage, inaugurated a strike for a scale of prices to operate during the year.

When the Secretary of the Board visited Crooksville on notice from the Mayor on March 20, he was informed that the proprietors of the Saltillo pottery had signed the scale demanded by the men; and he at

once arranged for a conference between committees representing the manufacturers and their employes with a view to settlement. It being understood by your representative that the committees were authorized to negotiate a settlement for Crooksville and White Cottage and that the terms agreed upon would apply to all establishments.

An agreement was reached on March 23, and immediately afterward the Crooksville potteries resumed operations.

The C. W. Stine Company refused to operate their works under the Crooksville scale, claiming they were unable to pay the price agreed upon and in consequence the employes of the company continued the strike.

Thus matters continued until April 10, when Mr. Stine personally requested the services of the Board in the adjustment of the difficulty. The Secretary visited the locality on April 12, having previously requested the attendance of the committees of manufacturers and workmen who negotiated the settlement at Crooksville. The conference was held on Saturday morning, April 13. All members of the committee of employes were present, but only one member of the manufacturers committee reported, the others being prevented by business engagements.

The Company claimed that on account of the distance from the clay mine to the pottery and also the distance of the pottery from the railroad and the extra expense incurred by the Company in hauling clay from the mine and in hauling ware to the railroad for shipment, they were unable to pay the scale and were therefore entitled to a lower rate of wages.

On the other hand the men claimed they were not responsible for the unfortunate location of the works and that the extra expense of hauling was not sufficient to justify a lower rate of wages than was paid at Crooksville and Saltillo: that if a lower scale was made for White Cottage than was being paid at those establishments it would be unfair to the manufacturers who had signed and were then operating under the new scale of prices: that uniformity of wages at all potteries engaged in the recent strike was desirable: and as five of the firms had agreed to the new scale they declined to make any concession whatever, and the conference adjourned without a settlement.

The Secretary of the Board held a further conference with the firm on the same day, when it was decided to sign the scale, work up the stock on hand and then close the pottery for an indefinite time. The works resumed operations on Monday, April 15.

THE MEEK & BEACH ADVERTISING COMPANY AND THE NOVELTY ADVERTISING COMPANY.

COSHOCTON.

On April 16, the following communication was received:

COSHOCTON, April 15, 1901.

Joseph Bishop, Secretary Board of Arbitration, Columbus, Ohio:

DEAR SIR:—About 200 men and boys are on a strike at the works of the advertising companies of this city. Would be pleased to have you come here and look over the field. The firms claim they have nothing to arbitrate.

Hoping you can come soon, I remain,

Yours very truly,

FRANK L. RIST,

District Organizer of A. F. of L.

In response to the foregoing communication, the Secretary visited Coshocton on April 16, and was informed that on April 1, a strike was ordered at the works of the Tuscarora Advertising Company and the Standard Advertising Company operated by the Meek and Beach Company and the Novelty Advertising Company.

The men and boys employed at the works were members of Federal Labor Union 8,170 and the girls belonged to the Ladies' Federal Labor Union 8,405.

Immediately on the arrival of the Secretary at Coshocton, he attended a joint meeting of the two organizations, at which he was fully informed as to the causes leading up to the strike, which, according to the statement of the officers of the unions, involved from 175 to 200 men, boys and girls.

The statement was made that for several years past the companies in various ways oppressed their employes; that men with families were paid only from \$4.00 to \$6.00 per week; that girls and boys were required to work for \$2.00 to \$4.00 per week, and in many instances were under the age required by the factory law of the State and were compelled to work twelve and a half hours a day; that the employes were not permitted to present their grievances to the Company to protest against the low wages received, or to ask for an advance, knowing if they did so they would be immediately discharged, notwithstanding that their employers enjoyed a monopoly in the advertising business and were reaping immense profits; that conditions in the factory were constantly growing worse, and with a view of seeking redress they finally decided upon organization; that since they have banded themselves together, the officers and committees of their unions and all other persons suspected of being active in the organization have been suspended or discharged; that the companies have frequently refused to receive or recognize their committees declaring they would only deal with their employes as indi-

viduals, and being unable to longer submit to the low wages and oppressive methods of the employers, they on March 29, unanimously adopted the following resolutions which were published in the Coshocton Age on Monday, April 1:

WHEREAS, They have discharged from their employ several of the members of our union who had the manhood and principle to stand for right and justice; while at the same time they have raised the wages of those who would violate their obligation to the union; and,

WHEREAS, They compelled us to work 12 1-2 hours per day while they themselves worked about eight hours; and,

WHEREAS, The Meek and Beach Company have compelled young girls to perform men's labor, lifting heavy iron signs above their heads, until (in one instance) a girl ruptured a blood vessel which caused a hemorrhage of the lungs, and they have since discharged the foreman who had the manhood to intercede in the girl's behalf; and,

WHEREAS, We are now working at starvation wages, wages from \$3.00 to \$6.00 per week, while our employers are rolling in the wealth our labor has created; and,

WHEREAS, These conditions are daily growing worse with no prospect of bettering these conditions except through this one avenue of redress; therefore, be it

Resolved, By the Federal Union 8170 and the Ladies' Federal Union No. 8405, in joint session, that a strike be and hereby is declared against the Meek and Beach Company and the Coshocton Novelty Advertising Company, the same to be and remain in force until such time as the said companies shall recognize our right to organize and until they reinstate all union employes who have been discharged without a good and sufficient cause, and until they agree to sign the following scale of prices:

Paint Shop.—All employes in paint shop shall receive an advance of 10 per cent, but no less than \$6.00 per week shall be paid in this department.

Kilns.—All employes running racks in and out of kilns shall receive an advance of 10 per cent, but no less than \$6.00 shall be paid in this department.

Cutters.—All employes operating sign trimmers or squaring shears shall receive an advance of 10 per cent, but no less than \$6.00 per week shall be paid in this department.

Press Boys.—All employes catching signs or racking signs on presses and all other employes working on presses except pressmen, pressmen's assistants or feeders, shall receive an advance of 10 per cent, but no less than \$5.00 per week shall be paid to any employe working on presses.

Die Room.—All employes working in die room to receive an advance of 10 per cent, but no less than \$6.00 per week shall be paid in this department.

Wood Room.—All employes in wood room of the Novelty Advertising Company shall receive an advance of 10 per cent, but no less than \$6.00 per week shall be paid to any man, and no less than \$4.50 to any boy in this department.

Stencil Department.—All employes in stencil department of the Novelty Advertising Company shall receive an advance of 10 per cent, but no employe in this department shall receive less than \$4.50 per week. All employes not herein mentioned to get an advance of 10 per cent, but no less than \$5.00 per week to be paid such employes, except employes of wood and stencil room of Novelty Advertising Company.

Sign Room. — All employes of this department to receive an advance of 10 per cent, but no less than \$4.00 per week to be paid to any employe in this department.

Paste Room. — All employes in this department to receive an advance of 10 per cent, but no less than \$4.00 per week to be paid any employe in this department.

Leather Department. — All girls working in this department to receive an advance of 10 per cent, but no less than \$4.00 per week to be paid in this department.

The hours of labor to remain the same as they now are. This scale not to affect skilled labor, as plate cutters, litho-pressmen, litho-artists, printers, pressmen, pressmen's assistants, feeders, and apprentices.

This scale to go into effect, 1901, and remain in full force one year from its date of signing by all parties concerned, during which there shall be no alteration except by the consent of all parties concerned.

(Signed)

SAMUEL CARPENTER, *Secretary.*

F. A. GRACE, *President.*

Federal Union No. 8170.

MABEL McDANIELS, *Secretary.*

AGNES HOLLAND, *President.*

Federal Union No. 8405.

The following named executive committee to arbitrate or settle all existing grievances has been appointed:

F. O. BIBLE.

IRA BLOXHAM.

W. L. BUTLER.

MABEL McDANIELS.

LEOTA BIRD.

HATTIE SHOOK.

The following morning the Secretary visited the manufacturers and was informed by them that the published statements as to the causes leading up to the so-called strike, and the conditions prevailing in the several factories were false and without any foundation whatever: that there had been no reduction in the wages of the employes nor was any reduction contemplated or intended: on the contrary, the wages of the employes had been frequently advanced during the last few years and other advances would be made as the skill and experience of the employes merited: boys and girls were not required to do the work of men and were only employed at labor suited to their age and sex and none were under the age required by the factory laws: that the wages paid and the conditions prevailing in the factories would compare favorably with other similar establishments.

The manufacturers further stated that no employes had been discharged because of their membership in the union, but rather for neglect of duty or other good and sufficient cause.

It was stated that the Meek and Beach Company employed 500 hands, about 77 of whom ceased work on the first of April, many of whom returned to work, and the places of the others were promptly filled.

At the Novelty Company they employed 125 hands, 15 of whom ceased work: six immediately returned and the places of the others were filled without delay.

At no time was the business of the Companies disturbed, nor did they suffer any inconvenience by reason of the action of the unions. They claimed the factories were being operated with a full force of hands, all of whom were satisfied with their pay, and conditions, and no strike existed at any of the plants. If the employes or a committee of the employes, desired they could confer with the management at any time and would receive respectful consideration: but the Companies would not recognize or deal with any labor organization.

As usual in nearly all cases of strikes or lockout, there was a wide difference in the statements of the employes and employers. As will be seen, the strikers claim that from 175 to 200 hands were out on strike, while the employers positively assert that while they employed 625 hands, not more than 90 were out at any one time, many of whom immediately returned to work, and the places of others were promptly filled: so that at the time of our interview a full force was employed at all factories.

On the afternoon of April 17, the Secretary met the committees representing the unions and informed them that while their employers declined to deal with them in their organized capacity, they would, however, meet a committee of employes. He therefore, recommended that they select such committee to confer with the manufacturers, with a view of reaching an understanding: at the same time proposing to arrange for such meeting and render such assistance as may seem desirable.

The committees, however, did not favor the suggestion and finally decided that they would continue the strike until their organizations were recognized, the scale of prices signed and all discharged and striking employes reinstated.

As already stated, the factories were running with a full complement of hands. The management declared that no prejudice existed against any of the strikers and as vacancies occurred they would employ any of the old hands who desired reinstatement: but under no circumstances would they negotiate with the union or sign the proposed scale.

Neither party would make any concession whatever, each was determined to maintain the stand it had taken and therefore a reconciliation was not within reach.

CARPENTERS AND JOINERS.

COLUMBUS.

On May 1, the members of Carpenters' and Joiners' Unions, No. 61 and 494 to the number of about 500 went on a strike for an increase in wages from 30 to 40 cents an hour. The movement involved not less

than 100 master carpenters or contractors, employing all the way from three to thirty-five hands each.

During the latter part of December 1900, the carpenters organizations of Columbus decided to demand an advance of ten cents per hour and appointed a committee to confer with a like committee of master carpenters on the subject. The desire for a conference on the part of the carpenters was verbally presented to the employers' representative on January 1, and by him was submitted to a meeting of the master carpenters on January 11, but no action was taken because the request was not in writing.

This being made known to the unions, a written request for a conference was promptly made, which was presented to a meeting of contractors held on January 25, at which time the carpenters' representatives were present and personally requested that a committee be selected to confer with them and arrange a scale of wages for the coming season. During the progress of the meeting the carpenters made known their desire for 40 cents an hour. On account of the limited attendance the contractors did not at this time appoint a conference committee.

Another meeting of the master carpenters was held February 8, when the resolution set forth in the following communication was adopted, a copy of which was sent to each of the carpenters' organizations:

THE MASTER CARPENTERS' ASSOCIATION,

COLUMBUS, OHIO, February 11, 1901.

Mr. Geo. C. Fidler, Secretary Union No. 494, City:

DEAR SIR:—At the last meeting of the Master Carpenters' Association held Friday evening, February 8, a resolution was unanimously adopted whereby the minimum wages for the coming season will not be advanced.

Very truly,

(Signed)

R. J. GARDINER, *Secretary.*

Immediately on receipt of the above letter the carpenters' committee made reply as follows:

COLUMBUS, OHIO, February 13, 1901.

To the Master Carpenters' Association, Columbus, Ohio:

GENTLEMEN:—Your communication of February 11 has been received and our committee thank you for your consideration of the important question we placed before you. We regret that you have not yet agreed to a conference with us either as a body or by committee.

We therefore renew our request for such conference with your Association or with a representative committee.

Hoping for your favorable consideration,

Very respectfully,

(Signed)

G. A. JOHNSTON,
Chairman Carpenters' Lockout Committee.

No answer was made by the contractors to this communication and request for a conference and there were no further negotiations between the parties until March 8, when the carpenters again attended a meeting of contractors and renewed their request for a conference committee, which was then appointed and the representatives of both sides met and indulged in friendly discussion.

The carpenters' committee claimed that on account of the advanced prices received by contractors, the skill and experience required by their craft, and the increase in rents, clothing and general family supplies, they were entitled to a substantial advance in wages and therefore desired 40 cents per hour to take effect May 1. They appreciated the friendly relations existing between them and the contractors and hoped for an amicable arrangement of the scale for the coming season.

The master carpenters explained that the price demanded by the carpenters was in excess of that paid in any other city in the state; that the cost of building material had advanced, leaving them such a small margin that they could not increase wages and continue in business; that the contracts entered into were made on the basis of last year's wages and that they could not entertain any proposition looking to an advance. The committees were unable to agree, but continued to meet from time to time until April 19, when the parties temporarily ceased their efforts to adjust the difficulty.

On April 30, carpenters unions 61 and 494 met in joint session. The committee submitted a detailed report and fully explained the position of the contractors and their refusal to grant any advance in wages, when by unanimous vote it was decided to cease work on May 1, unless the master carpenters would agree to pay 40 cents an hour. Both sides maintained the stand they had taken and in consequence, all union carpenters employed on buildings ceased work.

No further communication passed between the parties until May 8, when the carpenters' committee sent the following letter to the president of the Master Carpenter Association:

COLUMBUS, OHIO, May 8, 1901.

Mr. Henry Richter, President Master Carpenters' Association:

DEAR SIR:—It has been represented to us that the contractors are under the impression that all negotiations are ended and that we are unwilling to continue our conferences with your representatives. This is entirely erroneous and has emanated from misinformed persons.

Realizing that an amicable settlement can only be reached by a meeting of the representatives of both sides; and desiring to correct any misunderstanding that may exist, we again take the initiative and declare our readiness to meet the committee appointed by your Association at any time and place agreeable to them to carry on negotiations looking to an adjustment of the present controversy.

Very respectfully,

(Signed)

CARPENTERS' LOCKOUT COMMITTEE.

To the foregoing communication Mr. Richter sent the following commendable reply:

COLUMBUS, OHIO, May 8, 1901.

To the Carpenters' Lockout Committee:

GENTLEMEN:—I have been handed a communication from you regarding a conference of committees, to meet in joint session.

In answer to such a communication, and at the solicitation of four members of the Master Carpenters' Association, as provided by our Constitution, a special meeting will be called for Thursday evening at 7:30, at which time a committee will be appointed to take such action as you may suggest.

I am only too glad to call a meeting in the hope that the present controversy can be settled, agreeable to both sides. Yours respectfully,

(Signed)

HENRY RICHTER.

Accordingly a conference was held on Thursday, May 9, but adjourned without any favorable results.

Seeing no prospect of adjustment and realizing that the strike was seriously interfering not only with the building, but with other business interests of the city and causing great loss to both carpenters and contractors, the Secretary of the Board appealed to both parties to renew friendly negotiations and settle their differences. As a result of such efforts the master carpenters sent the following letter to the carpenters' unions:

THE MASTER CARPENTERS' ASSOCIATION,

COLUMBUS, OHIO, May 20, 1901.

To the Carpenters' Unions 61 and 494:

GENTLEMEN:—Your committee is hereby invited to confer with the committee of the Master Carpenters' Association at the Builders' Exchange, Tuesday morning, May 21, at 10 o'clock. Very truly,

THE MASTER CARPENTERS' ASSOCIATION,

(Signed):

R. J. GARDINER, *Secretary*.

In response to this invitation the carpenters' committee together with a representative of their national organization, and the Secretary of the Board met the committee of contractors at time and place specified, when the contractors submitted the following proposition as a basis of settlement:

THE MASTER CARPENTERS' ASSOCIATION,

COLUMBUS, OHIO, May 20, 1901.

To the Carpenters' Unions Nos. 61 and 494, of the City of Columbus, O.:

GENTLEMEN:—The following resolutions were adopted at a meeting of the Master Carpenter's Association, held this evening:

Resolved, That the Master Carpenters' Association hereby declares its willingness to pay to mechanics the sum of thirty-one and one-quarter cents per hour, reserving the right to hire whom they please either union or nonunion men, and eight hours to constitute a day's work. Be it further

Resolved, That the unions are hereby given twenty-four hours, from 12 o'clock noon, May 21, 1901, to accept or reject the above resolution.

Attest:

HENRY RICHTER, *President*.

R. J. GARDINER, *Secretary*.

To the above proposition the carpenters made reply as follows:

COLUMBUS, OHIO, May 20, 1901.

The Master Carpenters' Association:

GENTLEMEN:—Replying to your communication of the 20th, which our committee was informed was in the nature of an ultimatum. We are instructed to inform you that at our joint meeting this morning, the proposition was unanimously rejected.

While appreciating your offer we must inform you that it is very unsatisfactory. The apparent increase you offer is really a reduction by the omission of the word "minimum." Hefetofore our members have received various amounts in excess of the minimum. By the wording of your resolution you make it impossible for any carpenter to receive more, no matter how great the demand for labor.

Again we consider the amount of thirty-one one one-quarter is not commensurate with the general advance in prices and volume of business; and further, you reserve the right to employ non-union men (a question we have never raised) indicates clearly your desire to cheapen the labor of our members.

In conclusion, permit us to inform you that, if you desire a speedy settlement the lowest compromise wage we can consider or submit to our membership with any hope of favorable consideration is thirty-five cents per hour.

Respectfully yours,

CARPENTERS' LOCKOUT COMMITTEE.

The joint committee failed to agree and there being no prospect of an early settlement and the contractors being unwilling to continue the conferences, believing their old hands would return to work at the former rate of 30 cents per hour, and still feeling that an amicable adjustment could be reached, the Secretary solicited the assistance of the President and Secretary of the Columbus Board of Trade, hoping thereby to end the controversy. The gentlemen referred to promptly yielded to our solicitation and endeavored to arrange a friendly meeting between the parties but without success. The carpenters' committee with the representative of their national organization and the Secretary of the Board, responded to their request, but the master carpenters not only declined to attend but rather resented the friendly offices of the Board of Trade.

Matters continued without marked change on either side until May 24, when the joint meeting of Unions 61 and 494 decided that if any of the contractors would agree to pay 35 cents per hour, their men would at once return to work. This decision was made known to all persons interested and to the general public in the following published statement:

To the Public:

COLUMBUS, OHIO, May 24, 1901.

After many efforts to effect an honorable settlement of the carpenters' strike, finding it no avail I now deem it necessary to announce to carpenters, contractors and builders and the public generally, our position and desire for speedy resumption of work before this controversy can further materially injure the business interest of the city.

We have at all times been willing to meet with our employers or any association or any fair minded men in discussion of the merits of our request for a

fair wage, but have not been willing to surrender our rights to be heard as to value of our labor. Therefore as there seems to be no hope of favorable consideration of this matter through the medium of the Contractors' Association, we decided to adopt other methods at the suggestion of a number of leading builders. We obtained the views of all our employers as to what they would consider a fair wage as a basis of settlement. Out of seventy who reported, a large majority favored 35 cents as a minimum, and a number favored thirty-seven and one-half cents, some even forty cents; but in deference to the views of the greatest number, we again addressed them, saying we would set it at the thirty-five cent rate, and learning from the replies that a large number of our members can immediately be placed to work.

We have decided to inform the public and all fair employers of our action of this date. By a very decisive vote taken at our meeting this forenoon, our wage scale was reduced from forty cents to thirty-five cents, and our committee was empowered to place men to work for any employer who signified his willingness to proceed with his work at prices stated.

Therefore, any one having carpenter work can obtain competent workmen by notifying our committee at our headquarters. Same will be supplied at once, but none will be furnished to employers failing to comply with the above.

Expressing the belief that our course will meet the approval of the community and overcome the deadlock caused by the Contractors' Association in refusing to meet us or any one with a view to a fair settlement, we are,

Respectfully yours,

CARPENTERS' COMMITTEE, per

A. C. CATTERMULI,

Secretary General Executive Board.

Immediately following this announcement, a number of contractors accepted the terms offered by the carpenters and within two or three days thereafter about 150 men had resumed work. The 35 cent rate was agreed to by other contractors from time to time until about June 25th when almost all the men were employed and the strike was practically at an end but was not officially declared off until a later date.

NATIONAL CASH REGISTER COMPANY.

DAYTON.

On the afternoon of May 3, the National Cash Register Company posted the following:

NOTICE.

Owing to our inability to get material enough for our output because of certain labor troubles with the employes in the foundry and polishing room (which we have been and are still willing to arbitrate) this factory necessarily will be closed this evening until further notice.

By order of the Board of Directors of
May 3, 1901.

NATIONAL CASH REGISTER COMPANY.

On account of the unique methods adopted by the National Cash Register Company in dealing with its employes, the plant had become known as the "model factory of the world." The Company employed

about 2,000 men and 350 women, and the fact that the entire factory had closed because of "certain labor troubles," attracted far more than ordinary attention. It is not too much to say, that by reason of baths, libraries and shorter hours, provided for employes by the N. C. R. Company, the strike or lockout of its workmen received more consideration from employers, employes and the press, than was ever given to any single establishment under like circumstances.

The direct cause of the strike was the discharge of four brass molders, and the demand of the union for their reinstatement which was refused by the Company.

As in all other cases of disagreement between employers and employes there was a wide difference of opinion as to the causes leading up to the trouble. Each side declared it was right and would not yield to the demands of the other. The employes in the molding room were members of Brass Molders' Local Union No. 133, while those engaged in the polishing department belonged to Metal Polishers', Buffers', and Platers' Local Union No. 5, both of which were identified with the same national organization. Other unions existed in the various departments of the N. C. R. works, but they were not involved in the strike, but on the contrary endeavored to compose the difference existing between the metal polishers and molders and the Company.

When the Board first called upon the Company, it was cordially received and informed that

"Our system of treating employes was a success and did pay us as to selling force, as to our office force and recording force, and as to all our women workers. All these together number more than one-third of our employes.

"Among the mechanics in the factory it was a success for years, and until the unions came in. Since then what we have done is worse than wasted, under the conditions of union management here, in many cases. For instance, our striking molders have many rules, some of which hurt the quality of the work, and some of which increased its cost. Their rules conceded us ten hours' time. We voluntarily conceded them nine and a half hours, also twenty-five minutes more of our time each day to wash up. They took our concessions and made all the exactions on the top of what we conceded. No manufacturing business in this country can succeed under such circumstances."

This statement of the Company was met by the men with the following:

"The trouble originated several years ago when the men in the molding room formed a union to protect themselves against the foreman who was a noted labor crusher. On the least provocation, he would discharge a union man, and at the same time permit non-union men to do as they pleased. In this way he succeeded in removing all of the original union men.

"Officers of the local and national union asked for the reinstatement of certain discharged men in case the working force should be increased, and tried to harmonize matters in the factory, but their efforts were fruitless. Failing to receive any justice from the foreman or the company, the molders were called out on April 29, and on May 8, the polishers also left the factory.

"Ever since the strike commenced the company has been using the press throughout the country to create sentiment in its favor. If the public was acquainted with all the facts leading up to the strike, it would agree that sympathy rightly belongs to the workmen."

Many of the men agreed that the Company had done a great deal for its employes, but under it all was the firm belief on their part that the work of unionizing the factory was resented by those in authority.

I should state in this connection that besides the strike of molders and polishers at the N. C. R. works, the Amalgamated Wood Workers and the Brotherhood of Carpenters were disputing with each other and with the Company as to jurisdiction over certain work. The machinists in the employ of the Company were also engaged in the national movement for a nine hour workday. These matters, the Company assured the Board, would receive proper attention and would be easy of adjustment after the more serious question of the molders and polishers had been settled; and until such settlement was affected an understanding with the wood workers, carpenters and machinists would not improve the general situation. With this assurance from the Company the Board gave no special attention to the other trades, but endeavored to harmonize the differences between the firms and the molders and polishers.

In response to the request of the Board for full and complete information as to the causes leading up to the strike, the Company made the following statement which was also given to the public press:

To all Employes of the National Cash Register Co., and to the Public:

In response to requests for information in regard to labor troubles at this factory, the Board of Directors gave the following:

STATEMENT.

The National Cash Register Company has never been opposed to labor unions. It is not now. It does not wish to oppose them. Its officers believe that labor has often been abused and neglected and underpaid; and that some organization or union among laboring men has been an aid and necessity to them. This company has been willing that its employes should join or organize unions, and has been willing that they should manage them in their own way. Most or nearly all of the departments in its factory have employes who belong to labor unions. This company has aimed to lead the way among all others to better the conditions of all its employes. In doing so it has expended each year large sums of money — as much as two per cent of its pay roll, and occupied much of the valuable time of its officers. About four years ago this company voluntarily reduced the number of working hours of all its men from ten to nine and one-half hours, without reducing pay. This company has ever since given all its men ten hours' pay for nine and one-half hours' work. This was the condition of things when some of its men went out on a strike on May 3. This concession reduced the productive capacity of the company's plant and cost it five per cent of its factory pay roll, which five per cent amounted to \$60,000 during the last fiscal year. The more exact dates as to the time of this reduction are as follows:

Men.	Women.
During all of 1894 and 1895, and up to July, 1896..... 10 hrs.	During 1894 10 hrs.
After July, 1896, to end of that year 9¾ hrs.	During 1895 9½ hrs.
Beginning 1897, and since.... 9½ hrs.	1896 and since..... 8 hrs.

PAY THE STRIKING MEN RECEIVED.

The foregoing are no reasons why we should not pay our men good wages. We did; in no case paying less, and we have been in most cases, paying more than the union scale. If we have been also working less hours than the union required, why have we not been voluntarily fulfilling the very conditions which unionism claims it seeks to establish?

1. There were 27 moulders in the foundry when they were ordered to quit work. The molders, when they quit, were all earning from \$4.00 to \$4.50 per day of nine hours. They were all working on piece work. They were all putting up their limit of work. Their union forbade them to do more work or earn more money.

2. There were 109 men in the polishing department when they quit. The polishers, when they struck, were getting \$3.50, or were getting \$4.00 per day, the prices their union fixed for the different classes of work. They were nearly all working on piece work. They were all working up to the limit. Their union forbade them to do more work or earn more money.

MACHINES MADE IN DAYTON TO BE SENT ABROAD.

Nearly one-third of all the registers now made by our company in Dayton are shipped abroad and sold in foreign countries. Patent protection to us is limited in Canada and in many foreign countries, because we do not make our goods and employ our labor there. We pay, besides, heavy tariff duties to get our manufactured goods into these foreign countries. We have continued thus far, at this great disadvantage, only in order to employ all our labor here.

COMPLAINTS.

1. When, on May 3, the men in our foundry and polishing rooms struck, we had that day, and previously, met their committee and discussed their grievance, which is shown below. They said they would strike if their demand was not granted at 2 o'clock on that day. Our company answered them in writing as follows:

"We are willing to arbitrate: We appoint two, your organization two, they the fifth.
R. PATTERSON, JR., *General Manager*.

Their answer by Mr. Dutle was as follows:

"The organization say they have nothing to arbitrate. The men will go out at two o'clock."

They went out ten minutes later. Our company then posted the following:

NOTICE.

"Owing to our inability to get material enough for our output because of certain labor troubles with the employes in the Foundry and Polishing room (which we have been and are still willing to arbitrate) this factory necessarily will be closed this evening until further notice.

By Order of the Board of Directors of National Cash Register Co.
May 3d, 1901.

2. Part of this Company's system has been to offer prizes to its workmen for suggestions as to how the quality of its work could be improved and its cost lessened. The Metal Polisher's Union, which struck, have sent in practically no suggestions. They have discouraged any of their number doing so. The Assemblers and Adjusters Union has formally received, and is hearing complaints against its members for sending in valuable suggestions of this kind.

3. The Amalgamated Wood Workers discriminate against us in prices in this city. Making boxes for us, they require us to pay \$2.00 per day. Doing this same work at the same time for others, in this city, and for our use, they allow \$1.50 per day to be paid. That is, to get our work done by others employing union labor in this city, costs us less than the union requires us to pay if we did the work ourselves in our own factory.

4. One union in our factory is the Amalgamated Wood Workers, comprising our bench men, mill men and box makers; about 70 in number. Another union is the Carpenters and Joiners; who work around the factory erecting and maintaining buildings and fixtures, comprising about 18 men. These two unions differed and quarreled between themselves about their control of certain work, each claiming to control it. It was none of our affair, but theirs alone; but it took much of our time and obstructed our work. Mr. Kidd, the higher official, was called in from Chicago by one of the unions at our request, and an agreement was made which he approved. We complied with it. Thereupon, the other of these unions whom the decision had gone against, struck on Tuesday, April 16, last, and has been out ever since. This strike was not because of any complaint against us. It delayed and injured our business. These men have been striking and out of employment, and only for the reasons stated, for the last five weeks. They are out now. They claim to hold their places in our factory, but many of them are working for other people while they hold our work tied up.

5. Within the last year our drivers were formed into a union. Already they have struck twice and quit work, and delayed and obstructed us, without any previous complaint to us or opportunity to hear and remedy any grievance. This union also stopped the delivery of our coal by an outside contractor; and nearly closed our works, not because of any affair of ours or complaints against us, but because they wanted us to compel the party from whom we bought our coal on contract, to get his drivers unionized before they delivered coal here.

6. This striking molders and polishers union last year compelled this Company, in order to escape re-instating men whom it did not require and to prevent a strike, to pay them their wages for three months for work they did not do at all, and covering time that they did not come to the factory, except to draw their weekly pay.

7. The molders union demanded that this Company re-instate in its employ four molders, two of whom had been discharged January last, for want of work; and two of whom were discharged in April last, one for excessive losses in his product, which means bad and incompetent work, and the other for the use of filthy and abusive language in the shop and for insubordination. Before the foreman discharged either of these last two men, he reported the facts fully to the General Manager, who investigated and satisfied himself that the foreman's complaints were justified, and approved and ordered the discharge to be made by the foreman.

8. A large part of valuable time of the officers here needed for business, has been taken up with the complaints and differences among twenty-five of these union organizations in our factory, and in getting elaborate agreements with some of them, in the hope of preventing trouble. Some of them wholly disregard all agreements which they make. The Amalgamated Wood Workers repeatedly vio-

lated their agreements until a great deal of time was given to a distinct understanding and written contract with them. Our officers declined to do this until their higher official, Mr. Kidd of Chicago, was present and concurred in what the men did, and signed the written agreement and contract with our company, which they made. This written contract was dated March 28, 1901. It was to take effect "April 1, and be effective for one year." It was formally signed as follows:

"Signed for the union.	D. P. FARRELL."
"Signed for the company.	ROBERT PATTERSON, Jr."
(For Inter-national Union.)	THOS. I. KIDD."
(For the shop committee.)	SELA WHITCOMB."

By its terms, the men of this union obtained a number of valuable concessions which our company carried out. Its clause 10 expressly provided:—

"That in case of any difference between the N. C. R. Co., and the members of the Amalgamated Wood Workers, no strike shall be declared until the general officers of the Amalgamated Union have investigated and endeavored to adjust the question in dispute."

The men of this union violated this provision for the purpose of obstructing and injuring us.

The difference arose on slackness of work. They stated the difference to us, and their sole right and duty in consequence was, as this clause provided, to refrain from striking until their own general officers investigated and tried to adjust the question in dispute. In the middle of the morning, these men laid down their tools and walked out in a body from the shop. In order to prevent a strike, the company conceded what it ought not to have conceded and so induced the men to return. A week later, the men in this union did the same thing over again. They walked out in a body in the middle of the morning and staid out until the following Monday morning. The company conceded, as it should not have done, the point in question and the men resumed work.

These men in this union thus, by the terms of a written contract approved by their superior officers, obtained from us valuable concessions in consideration of refraining from injuring us by strikes, until a proper and fixed method of adjustment of differences should be arrived at. This method was their own agreement and such as their union required. They never paid any attention to their agreement with us nor to the requirements of their own organization. We filed a complaint with their superior officials in Chicago who heard the matter afterwards. Their sole excuse was that they did not strike, but merely quit work in a body and staid out. Their own official pronounced their excuse and reason unjustifiable, but they have kept and propose to keep the benefit of their abuses, when their own organization has found them to be in the wrong.

9. Since our factory was closed, we told the committee of the molders and polishers that we were ready to confer with them about our differences and would confer with any of the striking unions. We met the molders and polishers committee, and Mr. Gompers, President of the American Federation of Labor, and Mr. Kidd, General Secretary of the Amalgamated Wood Workers, who came with this committee. The conference was protracted two days. Various suggestions for arbitration of the one complaint of the molders union against us, and of our many complaints against them and other unions, were discussed, but no agreement arrived at. President Patterson finally offered to re-open our factory on Monday next, June 3d, with the understanding that neither party should now press their complaints against the other, but waive them for the present. The union asked time to consider this over night. They then returned and stated they were unwilling to accept it unless these four men were reinstated.

The President and Vice President always did, and do yet, own the controlling stock of this company. They want to say to all its employees:—

We built up this great industry in sixteen years by hard work. We have been able to erect buildings and extend our business by obtaining one million dollars (\$1,000,000) from the sale of preferred stock. Our success has been won under our own system that you know; and under which we have lived in harmony and mutual respect. Its essentials are liberal pay; shortened hours; mutual acquaintance; considerate treatment; co-operation with loyalty to our business and all who are members of it. No less essential has been its rule that the company should select and discharge its employees; who are to be consulted about, but not to finally determine the instructions they receive. To demand that subordinates shall control this company is to introduce into our system a foreign and a hostile element.

We regret that a few men have caused our 2,300 factory employees to lose a pay roll of \$5,000 per day, which has already amounted to \$120,000. We are, at present, ready and willing to open our factory with the same employees we had on our pay roll when it closed.

Respectfully yours,

NATIONAL CASH REGISTER COMPANY,

Dayton, Ohio, June 1, 1901.

By JOHN H. PATTERSON, *President*.

Having received the foregoing account of particulars from the Company, the members of the Board sought an interview with the official representatives of the strikers, who furnished them with the following:

STATEMENT OF THE METAL POLISHERS, BUFFERS, AND PLATERS AND THE BRASS
MOLDERS' UNIONS OF DAYTON, OHIO.

To the Members of Organized Labor and the General Public, Greeting:

Owing to the fact that there is a general misunderstanding regarding the closing down of the National Cash Register Works of this city, we, the Brass Molders, Polishers and Buffers' Local Unions, will endeavor to put the true facts before the public. In the year of 1897 the molders at the National Cash Register Company decided to form a union, owing to the fact that the prices on the work in the molding department were continually being cut, and also believing it their right to organize a union of their craft for the betterment of their conditions in general. The foreman, Mr. McTaggart, on discovering that a union had been organized, did all in his power to disrupt said union by trumping up small and insignificant charges against the men who were active in the formation of the union, when previous to the organization, such small matters would never have been noticed by him. He being particularly careful to get rid of the officers of said union on some small charges, and those of the prominent members who he could not trip up on small charges, he made it so unpleasant for them that they were forced to quit their positions. He succeeded in getting rid of 9 members out of 20 who were union men at that time, and also discouraged the union movement with such ungrateful tactics, that in order to hold their positions the balance of the members withdrew from the organization.

After Mr. McTaggart found he was successful in getting his men out of the organization he would call them together from time to time and deliver speeches to them, and in his remarks would drive them for more work—more work—seemed to be his cry always. Quoting some of his remarks in one of those speeches, when he said, "What is a day's work this year, will not be a day's work next year. We need more work—and when you become a tailender you will be

dropped out, also to keep some of you fellows would be an act of charity." (As much as to say I will work all of the vitality out of you this year and next year you can go to the poor house if you are not able to hold up your end.")

We will ask all reasonable thinking people if it is the lot of a molder or any other craftsman, to be worked like an animal one year and be shelved for the bone yard the next. The result of his speeches and remarks was the formation of another organization in the brass foundry in October of 1899, the men of that department realizing something had to be done for protection. After several months Mr. McTaggart discovered this organization was being formed. He commenced the same tactics as he did before, by dropping the union men out, but the men were determined to get protection against such unfair advantage as he (McTaggart) was taking of them, and gave him to understand that the union was there to stay. He did everything in his power to burst up the union, and went so far as to hold an all afternoon meeting with the men of the foundry, reading papers that were unfair in their publication toward Trades Unions, also court decisions against Trades Unions, and quoted scripture. (Think of a man quoting scripture who tries to work all the vitality out of a man, then has the nerve to tell him it would be an act of charity to keep him.)

The true union men did not falter at his remarks, but came to the conclusion to wait on the company and ask to have the union recognized on December 2, 1899. When McTaggart discovered what was being done by the union he read to them an article out of a magazine against the Trades Unions. After finishing reading he said, I will give you one more chance. All of you that have not joined the union get on one side (after drawing a line) and all of you who have joined the union and are sorry for it get on the side with those that never joined, and those who wish to stay with the union get on the other side." The result of the line-up was that twelve men who never joined went on one side with four deserters from the union, making sixteen on the side McTaggart wished them to go, and seventeen men who were members of the union went on the other side. He then addressed his remarks to the seventeen men who were on the side of the union, and said: "You have now made your beds and you will have to lie in it, and you will be sorry within a year." The committee from the union seeing the union had the majority in the line-up, requested Mr. McTaggart to recognize the union. He immediately discharged the chairman of the committee, claiming that he (the chairman) had told him a falsehood four months previous.

The matter then rested a few weeks, until it could be referred to the International Union of Metal Polishers, Buffers, Platers and Brass Workers. One of its officers then waited upon the company to have it straightened out, at that time there was a verbal agreement entered into (for the sake of harmony) between the International Union officer and the company, that within 30 days those men who lined up against the union on December 2, 1899, would be taken into the union. After the expiration of 30 days the verbal agreement was not lived up to, and none of the men who lined up against the union became members of the union, but in that time Mr. McTaggart got rid of all but six of the men who lined up in favor of the union on December 2, 1899. The International again took the matter up in February, 1900, and to the surprise of the International officer only six of the seventeen union men were left. He tried all in his power to settle the matter honorably, but could not. On February 6, 1900, the six molders then in the foundry went on strike, they were out four days when an agreement was entered into between the union and the company, that all the men who lined up in favor of the union and were discharged be reinstated, and for harmony sake those who declared themselves against the union were taken into the union.

The men resumed work February 12th, all agreeing that matters should go along in harmony, but McTaggart at once commenced to show his dislike for those

men who lined up in favor of the union. The first thing he did after the men going back was to cut the prices on the work, and continued making matters as unpleasant for them as he could by getting the men to quarrel among themselves and working them overtime at night during the hottest part of the summer of 1900, and when the balance of the shop were getting half holidays on Saturdays, McTaggart would make the molders work. After working overtime there was a considerable amount of stock accumulated. In December of 1900, the work in the foundry became slack. The work was divided as per agreement which was entered into in February, that in slack times there was to be an equal division of the work. In January, 1901, while the men were still dividing the work, McTaggart hired a new man and put him to work, about the middle of January he laid off two more of the men who lined up in favor of the union and who were members of committees of the union, and gave them to understand they were laid off permanently.

The International Union again took the matter up and the company sprung an agreement which they claimed was the one entered into in February, 1900, which read that after a slackness of 30 days the force in the foundry could be reduced, when there never was such an agreement ratified by the local union. It would be folly to make such an agreement with such a man as McTaggart, who was doing his utmost to disrupt the union, his sole aim was to get rid of those 17 men who lined up in favor of the union on December 2, 1899, then he could run matters just as he wished to and continue his slaving tactics. We will quote from one of his own articles, which was written and signed by him and printed in a book published by the National Cash Register Company, called N. C. R. The book was published January 1, 1899, on page 5, and headed:

GREAT FEAT OF A BRASS MOLDER.

"A hearty response to a call for more work from the molders made necessary by the large amount of castings required to keep the factory going, brought out from Mr. Dornbush the unequalled task of making fifty No. 35 sides in one day of eleven working hours. No one unfamiliar with the amount of labor necessary to accomplish this has any idea how much of a feat it is, viz: lifting about thirty-five tons and walking about eight miles. This shows very clearly how much can be done by one keeping himself in good condition and putting forth his very best efforts to help the company in an emergency.

(Signed): JAMES MCTAGGART, *Foreman*.

From that article he would have you think it was in case of an emergency, when the fact of it was that he tried to have it continued. We ask the members of Trades Unions and the kind public, how long a man could stay in good condition or how long it would take him to become a tail-ender at that rate?

That was the reason the union requested that the two men be reinstated who were laid off in January, 1901. The matter of those two men hung fire for some time, the union not wishing to force matters, thinking all the time matters could be straightened out without a strike, when on about the 24th of March, McTaggart again discharged a man who was an apprentice member of the union at the time of the line-up, and on April 5, 1901, he again discharged one of the 17 men who lined up in favor of the union, claiming he discharged him for using profane language some six weeks before he discharged him. It was proven by almost every man in the foundry who had worked with this same man about five years that they at no time ever heard him use profane language of any kind. McTaggart also, on several occasions, approached this very same man and told him if he would quit leaning toward the union he could have a job in the Cash Register as long as he (McTaggart) was foreman. When he found he could not

do that he made it his business to get rid of him, when, at the same time, McTaggart knew that a certain few of his men who lined up against the union had used some of the worst kind of profane language towards the men who favored the union, and not only that, but one of the same men tried to brain one of the others, and still Mr. McTaggart let it pass by unnoticed. Every man who was discharged or laid off by McTaggart was one of those who lined up in favor of the union on December 2, 1899, and those who lined up against the union remained, except two, who resigned and went into business, and one who quit and went back East, from whence he came.

The local union still did not take any action regarding a strike, but referred the matter to the Convention of Metal Polishers, Buffers, Brass Molders and Brass Workers' International Union, which was held at Milwaukee, Wis., on April 16th last. The convention went over the entire matter very carefully and decided that owing to the fact that McTaggart was doing his utmost to get rid of those men who lined up in favor of the union on December 2, 1899, and not the others, and that it would be only a short time before he would be rid of all the seventeen men then there would be no more union, and also that the men who he had already got rid of were unjustly discriminated against. Two International officers were instructed to visit the National Cash Register Company and request the reinstatement of the four men who were let go since January 1, 1901. The officers of the union waited on the company on April 26th, again on April 27th, and the company refused to reinstate the four men and also indorsed the actions of the foreman. On Monday, April 29th, the molders went on strike. During the week a representative of the union tried to adjust the trouble, but could not. The polishers and buffers being part of the same organization of the molders, and seeing the matter could not be settled, went out on strike Friday, May 3d, in sympathy with the molders, and the same day the company closed down their entire works.

These are the conditions that the molders had to submit to under the foremanship of a man who despised a union worse than a snake, and one who would resort to almost anything to compel men to do as he dictated. It would cover many pages of what unfair things he has said and done towards trades unions, of which we have day and date. He boasts as a union crusher, at the same time enters into agreements to live in harmony with them, at the same time looking for an opportunity to burst them, and the company indorses his actions.

Now, kind readers, all we ask of you is to judge impartially and decide as to whether we must submit to the unscrupulous attitude of a man who is acting as tool for a company who makes agreements with labor unions in order to make it appear they are fair to organized labor and use him to burst them up.

Thanking you in advance for your consideration of this matter, we remain,

Very truly yours,

BRASS, MOLDERS' LOCAL UNION, No. 133.

METAL POLISHERS, BUFFERS AND PLATERS' LOCAL UNION, No. 5.

Having been thus informed by the Company and the men as to the situation at the factory, the Board arranged for a conference with the parties. While the meeting was friendly and each expressed a desire for a fair settlement and due regard for the rights of the other, there was no disposition on the part of either to recede from its position. The officials of the union asserted they were forced to strike in order to protect themselves against the injustice of the foreman in the molding room; they did not object to rightful discharge but they would not submit to dismissal for the purpose of disrupting their organization. They

claimed that the four molders were sober men and skilled workmen and had not violated the shop rules or given other cause for removal; that they were good union men and as such were objectionable to the foreman who discharged them because they would not renounce unionism, and therefore the polishers and molders demanded the reinstatement of the men dismissed since January 1, 1901.

The Company reiterated the statements submitted by it in the formal presentation of the matter to the Board. It declared the officers and managers of the factory were not opposed to labor unions, but on the contrary were favorable to such organizations and in proof of this, stated, there were at least twenty-four trade unions in the various departments of the works all of which were recognized by the Company in all its dealings with the workmen: that by its regard for the welfare of, and the many advantages given to, its employees, the Company was doing about all that labor unions claimed was required for the well-being of the workers; that the foreman of the foundry was not arbitrary or unkind in his dealings with the men, and if the molders had been careful and competent and disposed to be fair and do right there would have been no complaint from either side; that the Company could not entertain the demand for the reinstatement of the discharged men, one of whom was removed for incompetency, one for insubordination, and two because work was slack; that the effort of the union to compel the reinstatement of men who are incompetent or undesirable is unreasonable and unjust and the Company would not submit to such dictation; that the Company desired to resume operations and were ready to open the factory with union labor, without stipulations and that all employees on the pay-roll when the factory closed can return to work without discrimination or prejudice.

While the meeting did not bring about an adjustment, it afforded to each side a clearer understanding as to the attitude and purpose of the other, and opened the way for frequent and almost daily conferences between the parties thereafter.

The members of the Board kept in constant touch and communication with the men and the Company, frequently meeting with them, and bearing messages, propositions and counter propositions from one to the other, and endeavoring in every possible way to reach an understanding between them.

These efforts on the part of the members of the Board extended over a period of several weeks. In the meantime, street car troubles at Dayton demanded attention and the Board was therefore required to cease for a time its further endeavors to settle the N. C. R. difficulty.

Upon reaching an adjustment of the differences between the street car company and its employees, the National Cash Register Company announced the death of its Vice-President which caused further delay

in the work of the Board. As soon, however, as circumstances would permit, the members renewed their efforts toward conciliation.

During the progress of our meetings with the Company, we were informed that the men had not formally considered or voted on the proposition to resume operation with union workmen and with the employes who were on the pay-roll when the factory closed, all of whom could return to work without prejudice. This was made known to the molders and polishers on June 10, with a request that they vote on the question and notify the Company of their action. On Thursday, June 12, the representatives of the union handed the Board the following communication, which was promptly made known to the Company:

OFFICE OF LOCAL UNION No. 5, METAL POLISHERS, BUFFERS, PLATERS, BRASS
MOLDERS AND BRASS WORKERS.

INTERNATIONAL UNION OF NORTH AMERICA.

DAYTON, OHIO, June 11, 1901.

State Board of Arbitration:

DEAR SIRs:— We are informed by your honorable body that the Board of Directors of the National Cash Register Company claim Local Union No. 133, Brass Molders, and Local Union No. 5, Metal Polishers, have never acted on the proposition for settlement offered by Mr. J. H. Patterson, President of the National Cash Register Company.

We beg leave to inform you that Mr. Patterson's proposition was submitted by our committees to the organizations in joint session on Wednesday evening, May 29th.

The proposition was duly considered and by a unanimous vote was rejected.

In view of the fact that your Board made this claim, the committee thought it advisable to again bring this matter before the organization, which was done last evening, June 10th, Locals Nos. 133 and 5 in joint session.

At this meeting it was agreed to ratify our former action.

Thanking you for the interest you have already taken in this case, we remain,

Fraternally yours,

BRASS MOLDERS' UNION,
Local No. 133.

GEORGE McDONOUGH,
Secretary.

FRANK NEIPRASCHK,
President.

METAL POLISHERS' UNION,
Local No. 5.

JOHN F. BRAUN,
Recording Secretary.

CHAS. A. KILBOURNE,
President.

As shown by the official statements of both the Company and the union, the strike was for the reinstatement of four discharged molders. The firm employed 2,300 men and women, all of whom were idle and losing wages to the amount of \$5,000.00 daily. A large majority of the workmen in the different departments of the factory were not only tired of the strike but were anxious to return to work on the Company's terms. The Board therefore endeavored to persuade the officials of the union to withdraw the demand for the reinstatement of the four objectionable men and thus end the trouble. Knowing the embarrassing posi-

tion of a labor leader, in recommending the acceptance of what may seem to be an unpopular measure under such circumstances, the Secretary of the Board proposed, if given the opportunity, to attend a meeting of the molders and polishers and urge them to agree to such a course. While the offer of the Secretary was not accepted, the unions considered the matter and reported the result of their deliberations as follows:

OFFICE OF LOCAL UNION No. 5, METAL POLISHERS, BUFFERS, PLATERS, BRASS
MOLDERS AND BRASS WORKERS.

INTERNATIONAL UNION OF NORTH AMERICA.

DAYTON, OHIO, June 11, 1901.

State Board of Arbitration:

DEAR SIRs:—At a joint meeting of Local 133, Brass Molders, and Local No. 5, Metal Polishers, held June 10th, the following resolution was adopted:

Resolved, That we stand in favor of the reinstatement of the four molders, and if necessary to drop the four molders, then demand the discharge of Mr. McTaggart.

Respectfully yours,

GEORGE McDONOUGH,
Recording Sec'y Local No. 133.

FRANK NEIPRASCHK,
President No. 133.

JOHN F. BRAUN,
Recording Sec'y Local No. 5.

CHAS. A. KILBOURNE,
President No. 5.

The Board had also called the attention of the union officials to the fact that on May 3, before the men left the works the Company made a written proposition as follows:

"We are willing to arbitrate; we appoint two, your organization two, they the fifth.

R. PATTERSON, JR., *General Manager*.

The men rejected the above offer and walked out of the factory. Immediately afterward the Company posted the following:

NOTICE.

"Owing to our inability to get material enough for our output because of certain labor troubles with the employes in the foundry and polishing room (which we have been, and are still willing to arbitrate) this factory necessarily will be closed this evening until further notice.

"By order of the Board of Directors of
May 3, 1901.

"NATIONAL CASH REGISTER COMPANY."

It will therefore be seen that the Company on May 3, twice proposed arbitration, which the men declined. Feeling assured the workmen had made a serious mistake in refusing to arbitrate, and believing the Company would yet consent to such method of adjustment the Board urged the union officials to reconsider their action and agree to arbitrate all matters of difference. In response to this appeal the Board received the following letter:

OFFICE OF LOCAL NO. 5, METAL POLISHERS, BUFFERS, PLATERS, BRASS MOLDERS AND
BRASS WORKERS' INTERNATIONAL UNION OF NORTH AMERICA.

National Cash Register Company:

DAYTON, OHIO, June 13, 1901.

WHEREAS, A controversy exists between the National Cash Register Company and Local Union No. 133, Brass Molders, and Local Union No. 5, Metal Polishers, with reference to certain labor troubles; and,

WHEREAS, Said company when it closed its factory on May 3, 1901, publicly announced that, "Owing to our inability to get material enough for our output because of certain labor troubles with the employes in the foundry and polishing room (which we have been and are still willing to arbitrate) this factory necessarily will be closed this evening until further notice"; therefore, be it

Resolved, That we accept the proposition of the company and hereby express our readiness to arbitrate said labor troubles between us and the company.

(Signed)

GEORGE McDONOUGH,
Secretary No. 133.

FRANK NEIPRASCHK,
President.

SEAL.

JOHN F. BRAUN,
Recording Secretary No. 5.

CHAS. A. KILBOURNE,
President.

SEAL.

The foregoing letter was immediately communicated to the Company who made reply through the Board as follows:

NATIONAL CASH REGISTER COMPANY,

DAYTON, OHIO, U. S. A., June 13, 1901.

To the Officers and Members of the Metal Polishers, Buffers and Platers' Local No. 5, and Brass Molders and Brass Workers' Local No. 133, Dayton, Ohio:

DEAR SIR:—Your proposition of June 13 received. In answer would say that you are laboring under a mistake. The proposition we made in regard to arbitration on May 3 was good only for that time. Circumstances have since changed and all previous offers were cancelled by our statement printed on June 3, when we said:

"We are at present ready and willing to open our factory with the same employes we had on our payroll when it closed."

Your proposition is therefore necessarily declined.

Very truly,

NATIONAL CASH REGISTER COMPANY,

JOHN H. PATTERSON, *President.*

When the above letter of the Company was delivered to the representative of the union, the Secretary was informed that the men had previously submitted and the Company refused the following offer to arbitrate:

It is ordered and agreed:—

1. That the National Cash Register Company factory reopen and go ahead with its business next Monday, June 3rd.

2. That the question of whether or not the four molders were improperly discharged is to be arbitrated by a Board of three, consisting of Mr. J. H. Patterson, President of the National Cash Register Company; Edward J. Lynch,

President of the Metal Polishers, Buffers, Platers, Brass Molders and Brass Workers' International Union, and a third person to be chosen by the said two men. The third person to be selected on or before June 17, 1901. The question involved to be arbitrated and decided on or before July 1st, 1901. Pending a decision of the Board of Arbitration, if it becomes necessary to increase the force in the foundry of the National Cash Register Company, these four molders in dispute shall be put to work before any one else is employed.

3. The National Cash Register Company reserved to itself the right to discharge any employe at any time for cause, but inasmuch as said company is desirous of being fair, should any discharge be made by a foreman whom the men think hostile to them, or who only discharged the man out of spite or because of some pique, or because he is a union man, it is agreed in such case, the employe or a representative of such person, shall have an opportunity of bringing his complaint before a representative of the company higher in authority than the man who discharged him; and also the further right of appeal to the Board of Directors of this company, who will give such matters an investigation and see that justice is done. When the matter as to said four men in dispute goes to the Board of Arbitration, it is agreed that a committee or representative of the party that is interested in the controversy shall be present and hear evidence taken by the Board of Arbitration.

The above was rejected by the Company, when the men again proposed the following, which was also rejected:

That in the event of the Board of Arbitration agreeing that the four molders or any of them were discriminated against and unjustly discharged, that the company will pay them weekly the same wages as they earned the last week they were employed in the establishment, and the same to be paid from the opening of the factory, June 3, until the time that they are reinstated.

The strike had now been going on for six weeks and during that time the best efforts and all the influence of the officers of local, national and international unions, had failed to bring about an adjustment. The Board had exhausted all its power to persuade the unions to withdraw the four objectionable men, or to induce the men and the Company to settle by agreement or by arbitration. While at the beginning, the Company desired to arbitrate, the men refused, and, when later on the employes proposed arbitration, the Company declined, therefore the responsibility for the continuance of the trouble, or the failure to agree, rests with both.

As we have stated, the workmen generally had become impatient and restless; they were tired of the struggle, the long drawn out negotiations and the loss of work and wages and were anxious to resume operations. This was particularly true as to the Allied Metal Mechanics, who represented almost two-thirds of the total number of the N. C. R. employes, and who favored a resumption of work on the Company's terms. There being no prospect of settlement, and believing it for the best interests of all concerned that the four men for whose reinstatement the strike was inaugurated, should be dropped, rather than continue the struggle and keep so many people in idleness, the Allied Metal Mechanics

decided to return to work at any time the firm signified its intention to reopen the factory, and accordingly notified the Company, who upon receiving the notice immediately issued the following announcement which appeared in the public press:

To All Employees of the National Cash Register Company:

Having been formally notified by representatives of the Allied Metal Mechanics that this body, representing about 1,100 of our employes, has unanimously voted to return to work as they left it; therefore this company hereby notifies all of its employes that its factory will open for work at the usual hour tomorrow morning, June 19th.

We hope that all of our employes will return to work.

By order of the Board of Directors,

JOHN H. PATTERSON, *President*.

Dayton, Ohio, June 18th, 1901.

In response to the foregoing notice, and according to a published statement of the N. C. R. about eighteen hundred employes returned to work on Wednesday morning, June 19, and that "all departments were filled except the molders, polishers, carpenters and machinists." The officials of the Company said, that for the present they did not need the machinists or the carpenters, since, for the daily product of the factory they are not now needed.

Notwithstanding, about three-fourths of all the employes had returned to work, the state of affairs existing at the N. C. R. factory was not satisfactory, as there had been no adjustment of the trouble with the molders and polishers, and without a resumption of work in the molding and polishing rooms, the Company would soon be compelled to again suspend operations in the other departments, and therefore the Allied Metal Mechanics, the officers of the Company and the members of the Board, renewed their efforts to affect a speedy settlement with the molders and polishers. The Board was in constant communication in person and by letter with the representatives of both sides. Meetings of the unions and conferences with labor officials and the Company were not only frequent, but it often occurred that several such meetings would be held during the day and evening. Quite a number of the molders and polishers expressed the opinion that the men had taken an extreme position and that they should withdraw the demand for the reinstatement of the four discharged men and return to work on the Company's terms, provided they could do so as union men.

This was made known to the Company at a conference on June 26, and in order to remove any doubt that may exist and to afford the men the greatest degree of assurance on the subject, the following letter was handed to their representatives:

NATIONAL CASH REGISTER COMPANY,

DAYTON, OHIO, June 26, 1901.

To Mr. Dutle and Committee of the Polishers and Molders' Union:

GENTLEMEN:— You say that owing to circumstances' no vote of your unions on the question of return to work can be had until tonight, but that a meeting will be held tonight and a vote will be taken then. You say, in this case if the men so vote, they will return to work as a union tomorrow morning. The company agrees to this, and you may so say to your men.

Regarding any anxiety you may have as to your treatment by the foreman in the foundry or elsewhere, you have our company's agreement and promise that there shall be no discrimination against any man who returns to work because of his action in the past. You may say further, now, that the President says to your men that he wants to make a clean start with no prejudice on either side, and he does further now assure you that he intends to give his personal attention to the workings of your unions in his factory and to any complaints that the men may make or that the heads of departments may make; or to any action of the union which causes annoyance. Also, the company will make this new rule:

If there is any complaint against any ruling, an appeal may be made to the President, who will fully examine into the same and see that justice is done.

By order of the Board of Directors,

JOHN H. PATTERSON, *President*.

The proposition of the Company as set forth in the foregoing communication was rejected by the molders' and polishers' unions and with this action on the part of the men all friendly negotiations between the parties were at an end and the Company advertised for workmen to operate the polishing and molding departments.

The Secretary was informed by the Company, that, of the twenty-seven men previously employed in the molding room, sixteen immediately returned to work and that the places of the others were soon filled with new men. The polishers continued the struggle, but without success as the management secured an entire new working force for that department. The machinists and carpenters also returned to work, having arranged terms that were entirely satisfactory to all concerned.

It will therefore be seen that upon resumption of operations, the Company employed non-union workmen in the molding and polishing rooms and operated all other departments on a union basis.

We are not informed as to the loss of the Company by reason of the strike, but feel warranted in the statement that during the seven weeks of idleness the loss to the 2,000 men and 300 women employed by the firm amounted to \$225,000.00.

KENTON HARDWARE MANUFACTURING COMPANY.

KENTON.

On Saturday, May 11, the Mayor of Kenton notified the Board of a strike at the works of the Kenton Hardware Manufacturing Company. The Secretary visited the locality and found the employes of the painting, plating and polishing, lacquer, buffing, machinery, assembling, packing and shipping departments on strike, for the alleged reason that an objectionable superintendent had been employed by the Company. The employes in the pattern, molding and milling departments were not affected and continued at work being under different management. The strikers included fifty men, twelve boys and sixteen girls.

The president of the company informed the Board that for several months the establishment had not been managed satisfactory and the company was considerably behind with its work and for that reason it was unable to keep up with its orders.

After consultation on the evening of May 9, it was decided to engage as superintendent a former designer and pattern maker who took charge of the works the following morning.

The hands commenced work on Friday morning, as usual, but upon learning of the change in the management, immediately left the works and demanded the discharge of the new superintendent; that upon being advised of the situation the president requested a conference with the representatives of the striking employes with a view of a satisfactory understanding; that on the afternoon of May 10, a committee representing the strikers met with the president, vice-president, manager and superintendent of the company, when the objections of the hands to the new superintendent were thoroughly discussed; that it was shown by the committee that in his former position as foreman the superintendent was meddlesome with the affairs of other departments; he was gruff and disrespectful toward employes generally and feeling that his abusive methods as foreman would become more general in his position as superintendent, the employes preferred to leave the works rather than continue in the employ of the company under his management.

The company desired to retain all old hands and assured them that the new superintendent would be required at all time to show proper respect to them and would have no authority to discharge any employe without an opportunity of first presenting his case to the president; that this understanding between the company and the committee was satisfactory and with the assurance above given it was agreed that all hands would return to work on Saturday morning, May 11; that upon the adjournment of the conference the results were reported to a general meeting of the striking employes who refused to abide by the action of the committee and decided by vote to continue the strike until the objec-

tionable superintendent was removed. Being informed that the employees would not return to work as agreed upon the company issued the following notice:

All employees of the Kenton Hardware Manufacturing Company are requested to resume work Monday morning. Those who do not, their places will be filled.

KENTON HARDWARE MANUFACTURING COMPANY.

On Monday morning a few of the strikers returned to work, a number of new hands were secured and the company resumed operations.

New hands were also engaged in other departments and on Tuesday, May 14, the company announced that the strike was at an end and the plant was being operated to its full capacity.

At the beginning of the trouble it was generally circulated that the employees went on strike because the new superintendent was a Spaniard. Desiring to correct this announcement the strikers issued the following notice:

To the Public. The strike at the Lock Factory is still on notwithstanding report of management to the contrary. The story circulated that we are on strike only on account of Jos. Rebert's nationality is untrue. It is true that his nationality is one main reason that we object to him, and we think any true American has a right to object to work under any Spaniard no matter who he is. Jos. Rebert is objected to not only for that reason, but also as a man and workman, as we think and know that there are men in Kenton far more capable than he is to fill the position of Superintendent, and one who knows how to treat laboring men with respect that is due to American workmen.

Committee.

The Secretary of the Board met with the committee representing the employees and learned from them that during the five or six months that Mr. Rebert had been in the employ of the company as designer and pattern maker he had by meddling with other people's business, by his gruff, disrespectful, insulting and abusive methods incurred the displeasure of almost every employe of the company, and that his abuse and insults of the various foremen and others finally culminated in an assault being made by him on the son of the president who was in charge of the shipping and packing departments; that the hands only desired due respect and fair treatment from those in authority over them; that their experience with Mr. Rebert, ever since he commenced work with the company had been such that they were justified in the belief that he was wholly incapable of showing any regard for those under him and they could not continue in the employ of the company and retain their manhood and self-respect while he was superintendent; and rather than submit to his insults and indignities they would refuse to work, that the employes held the company in the highest esteem and would gladly return to work at any time it would secure the services of a superintendent who was worthy of the respect of American working men and working women.

Following this interview with the committee, the Secretary attended a meeting of those on strike and endeavored to prevail on them to return to work under the assurance given to them by the president of the company, that they would receive due respect and consideration at the hands of the new superintendent and would be protected against any injustice by him, and urged them to select a committee to confer with the president on the subject.

Immediately after this meeting a conference was held between the president, vice-president, a committee representing the strikers and the Secretary of the Board; the causes leading up to the strike and the efforts to adjust the difficulty were presented by each side.

The company claimed they had secured new hands and were under obligations to retain them and could not therefore, give employment to those on strike. They had no objections to the old hands but on the contrary were friendly to each and all, and with the exceptions of one or two would be glad to re-employ them as vacancies may occur.

On the other hand the committee required the company to reinstate all the old hands, to discharge those of their number who had returned to work and to remove the superintendent; and unless the company would accede to these demands they could not nor would not return to work.

The Secretary was unable to harmonize these differences and the conference adjourned and all negotiations were at an end.

CARPENTERS AND JOINERS.

DAYTON.

On May 11, the Contractors' Association of Dayton inaugurated a lockout against the members of local unions 104 and 346, United Brotherhood of Carpenters and Joiners of America, who had previously made a demand for a uniform minimum rate of twenty-five cents an hour.

The causes or circumstances leading up to this controversy between the contractors and builders and the carpenters extends back over a period of a year or more, during which time the parties met in friendly conference and attended other meetings with a view of adjustment.

During the negotiations the carpenters presented notice to contractors for a nine hour work day and a uniform minimum rate of twenty-five cents per hour with extra pay for foremen, for overtime and for work on holidays. The terms were not acceptable to the contractors who decided to establish the nine hour work day and increase wages 11 1/9 per cent, but did not specify what the increased wages would be.

Pending these efforts to settle their differences, Mr. A. C. Cattermull, chairman Executive Board of Carpenters' National Union, appeared on the ground and by his influence and advice endeavored to recon-

cile matters. He was particularly anxious for a conference with the contractors and for a settlement either by mutual agreement or by arbitration and frequently invited the representatives of the Contractors' Association to meet the carpenters for that purpose, but without success. In this connection I append the following correspondence which explains itself and will in a measure, at least, serve to show the attitude of the parties to this dispute:

DAYTON, OHIO, May 16, 1901.

The Contractors' Association, per S. S. King, Secretary.

GENTLEMEN:—In view of the action of certain contractors, members of your association, in discharging their journeymen carpenters and stopping work in their shops and upon such buildings as they were erecting; in short, attempting to establish a "lockout," I deem it wise to address your association, urging a speedy settlement before this deplorable condition can become more unsatisfactory and detrimental to the best interests of employer and employe and commercial progress of this community.

I am empowered both by our local and national organization to do all I can to effect a fair and square adjustment of any matter in dispute in line with our established policy of conciliation.

It is needless for me to remind you that up to this time we have not received any official notice from your honorable body as to cause for your action in locking out your men. However, assuming that you consider there is cause for this, I respectfully suggest that you make it known, and further suggest that a conference of equal number of contractors and journeymen be held to settle the entire matter.

In event of failure to agree points in dispute to be decided by arbitration, board of arbitration to be selected in usual manner.

Requesting an early and favorable reply.

I am yours truly, A. C. CATTERMULL,
Chairman, Executive Board.

Mr. A. C. Cattermull, Dayton, Ohio.

DAYTON, OHIO, May 21, 1901.

DEAR SIR:—To your communication of recent date, asking for conference of a committee of this association, with a like committee from the local unions of Carpenters and Joiners, we beg to reply as follows:

This association has no desire to hold any such conference with any representative of your union as we feel nothing can be accomplished by any such meeting. The reasons are too many and intricate to enumerate here and yet there is one very serious condition that exists that renders a settlement, with your union, as a body, beyond a possibility. As you are well aware, the Carpenters and Joiners and Amalgamated Woodworkers, the two unions interested in this controversy, are in deadly conflict that has now become a national affair. This conflict between the two unions has grown especially bitter locally, owing to a victory recently of one over the other in a local factory.

When any of our former employees see fit to apply for work we shall give each of them proper consideration as individuals only, but under no consideration can we give employment to men where a friendly relationship fails to exist.

Yours truly,

THE CONTRACTORS ASSOCIATION,
Per S. S. KING Secretary.

The refusal of the contractors to meet a committee of employes to negotiate a settlement, and their declaration that they would only deal with employes as individuals, embittered the situation and rendered the work of the Board exceedingly difficult.

Each side seemed to feel that the movement had resolved itself into a question of endurance and entered into the struggle with more determination and resorted to the methods usually employed during strikes or lockouts. Many of the non-union men made common cause with the carpenters' and joiners' union and the suspension of work in the building trades became more general.

There was no further communication between the parties until June 5, when the contractors addressed each of their employes as follows:

DAYTON, OHIO, June 5, 1901.

DEAR SIR:—Enclosed herewith find the conditions set forth under which our employes will be expected to work. Any of our former employes that see fit to make application for work under these conditions can do so at once. Such employes as we now have employment for at this time will be given work immediately.

The following are the conditions referred to in the foregoing communication:

We, the members of the Contractors Association, declare the following to be the principles which shall govern us in our relations with our employes:

1ST. EMPLOYMENT.

The question of competency of the men shall be determined solely by us. It shall be the privilege of any employe to leave our employ whenever he may elect, likewise shall it be the privilege of the employer to discharge any workman when he sees fit.

No discrimination will be made against any member of any society or organization, but every workman to work for members of this Association will be required to work in peace and harmony with all other employes, whether Union nor non-Union.

The number of apprentices and helpers will be determined solely by the employer.

2D. HOURS AND WAGES.

Hours and wages being governed by local conditions, therefore under present conditions, nine hours shall constitute a day's work. Overtime to be paid for at the rate of time and one half. Employes will be paid at the hourly rate, piece work or contract, as the employer may see fit, and all employes shall be paid in accordance with their merits and ability. This Association will not countenance any conditions of wage which are not just, or which will not allow a workman of average merit and ability to earn at least a fair wage.

3D. PRODUCTION.

The employer being responsible for the work produced, we must, therefore, have full discretion in the employment of men that we consider competent, and

to determine the conditions under which the work shall be prosecuted. We will not permit employes to place any restriction on the management, methods or production of our business, and will require a fair day's work for a fair day's pay.

It being the employer's unquestionable right to manage his own business, the foregoing principles being necessary to conduct such business, they are therefore not arbitrable. In case of disagreement concerning matters not covered by the foregoing declaration, we advise our members to meet their employes either individually or collectively and endeavor to adjust the difficulty on a fair and equitable basis. In case of inability to reach a satisfactory adjustment, we advise that they submit the question to arbitration by a board composed of seven persons, three to be chosen by the employer, three to be chosen by the employe or employes, and the seventh by these. In order to receive the benefits of arbitration, the employe or employes must continue in the service and under orders of the employer, pending a decision.

In case any member refuses to comply with this recommendation, he shall be denied the support of this Association unless it shall approve the action of said member.

To the above, the committee, and Mr. Cattermull, representing the Brotherhood of Carpenters and Joiners, sent the following reply:

DAYTON, OHIO, June 5, 1901.

DEAR SIR:—You will find herewith the conditions under which those of our employers who "locked out" their workmen on May 11, may expect their former employes to return to work.

Any of our former employers that see fit to make application for a return of their workmen, who are now and have been locked out by them may do so at once under these conditions.

Such employers who desire their old employes may obtain them immediately by expressing concurrence with the following declaration of principles:

We, the members of the Carpenters and Joiners Union Nos. 104 and 346 of Dayton, Ohio, affiliated with a national association known as the United Brotherhood of Carpenters and Joiners of America, declare that the following shall govern us in our relations with our employers:

1ST. EMPLOYMENT.

We concede to the employer at all times the right to judge of the competency of the employe; it is the privilege of the employer to hire or discharge those he elects; it is also the privilege of the employe to work with or for whom he may elect.

We will not discriminate against any employer, whether a member or non-member of the Contractor's Association, and desire to work in harmony and peace with all employers and employes alike.

The question of apprentices should be determined by conference with employers with a view to proper protection of the trade and interest of apprentice and journeyman.

2D. HOURS AND WAGES.

Upon this question we must always submit to conditions when same are natural, but protest when forced. We agree to the nine hours as a day's work at an hourly rate of 25 cents minimum, workmen to be paid in excess of this sum according to ability and value of service to employer, but cannot agree to give employers the sole right to fix the wage; we insist that we have a right to a living

wage, and a voice as to the value of that which we control — is ours — our labor, just as the employers have with the product of our labor. We ask only a fair wage, which at this time is below the general average.

We cannot countenance piece-work or sub-contracting on part of our members; it is demoralizing to the trade, cheapens the labor of the workmen, therefore the man; injurious to employer and is robbery for the owner because of "botch" work usually done under such system.

3D. PRODUCTION.

Little need be said upon this subject. At no time has our union sought to place any restrictions upon employers as to management, methods of, or production of their business, nor will we permit any interference with the conduct or management of our affairs while we do not infringe upon the rights of others. As with our employers, we have the right to form associations for our protection and advancement.

It is a fundamental principle of our association that all disputes between employer and employe should be settled by conciliation and arbitration; that the strike or lockout should be the last resort; therefore, we desire to be placed squarely on record in this matter. We are at all times ready to meet our employers or their representatives; and as with our employer, also, any member violating our laws or acting contrary to our principles, will be denied the support of our association.

Committee.

The undersigned is instructed by Carpenters' Unions Nos. 104 and 346 to forward you copies of the foregoing and to convey to you an expression of our gratification that you approve of our favorite plan for adjustment of disputes by arbitration.

Although you rejected our last offer of same, we now, in view of your declaration, again suggest arbitration. If it is good for future use, it ought to be good now. You locked your men out; you gave no reason; you demanded as a condition of return to your employment surrender of membership in our union, although you wish to preserve your own association.

Let me inform you that we are willing to at once submit these or any other questions to the State Board of Arbitration, and our union will instruct its members to accept their decision.

We request you to agree to this so that the local situation on labor matters be at once improved.

Respectfully,

A. C. CATTERMULL.

Notwithstanding the contractors had repeatedly ignored the request of the carpenters for a meeting between the representatives of each side for the purpose of reaching a settlement by agreement or by arbitration, the Board continued its efforts to bring the parties together. The nearest approach to a conference was on the evening of June 12, when a committee representing the Contractors' Association, met the Board at the Philips House in a room adjoining that in which the Carpenters' committee, by request of the Board, was in waiting. Believing the time and circumstances favorable for a conference between the parties, the members of the Board again appealed to the contractors to meet the representatives of the carpenters and gave them the assurance that such meeting

would lead to a settlement of all differences, but without success. They were separated from the carpenters only by a partition wall, an immediate adjustment on fair and honorable lines was within easy reach; the carpenters again requested a conference and settlement and through the Board made known their desire to the other side, but the contractors would not meet the men, nor permit the men to meet them, except in their individual capacity.

During the progress of this meeting the contractors submitted through the Board to the carpenters an offer of settlement which was promptly rejected, it being so offensive as to widen the breach rather than heal their differences. It being understood between the parties, that if the proposition here referred to, was not accepted by the carpenters, the matter would be treated as confidential. The Board is therefore not at liberty to disclose the particulars.

Having exhausted all endeavors and influence to conciliate matters and finding the contractors determined to maintain the stand they had taken and ignore the union and its representatives, the Board temporarily suspended further efforts towards reconciliation, but held itself in readiness to respond as circumstances might require.

Being unable to arrange a mutual agreement or an arbitration with the Contractors' Association and desiring the general public to be informed on the subject the carpenters representative issued the following statement.

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, UNIONS 104 AND 346.

To the Public:

DAYTON OHIO, June 15, 1901.

The locked out carpenters and joiners, a worthy class of workmen, and contributors to the city's progress, desire your consideration of their position and an impartial verdict upon the merits of a contest now being waged between them and their recent employers, the contractors and builders.

While they are of what is usually considered the "common class," nevertheless they are an important factor in every community, and in accord with the principle of our government have rights that no man should abridge, the right to life with happiness, which means the right to work at a fair, living wage, but this is denied by the contractors who have locked their men out that they may starve them. Why?

THE FACTS.

The incidents that led up to this act of the employers we now submit and ask where does the blame belong?

For eleven years there has not been any advance in wage asked or received by the carpenters of this city, and it may be truly said that the wage of today is the "panic wage" of 1893-4, although the prices of all products of labor, and the necessities of life have advanced, and so many announce a period of prosperity. What have our craftsmen received?

They have been working for less than the unskilled of the building trades, as low as 17 cents per hour, with an average of \$1.90 per day for workmen who can compare very favorably with any in the land for skill and intelligence. With

the slight advance asked for our wages would still be from 5 cents to 10 cents per hour below Ohio cities of equal size and importance, and below the average of even the smaller towns, where the cost of living is less.

WHAT WAS DONE.

Realizing the need for improvement, the undersigned, at request of local craftsmen, visited this city a little over a year ago. His first act was to seek and obtain friendly co-operation of employes. He was received and encouraged to build up the Carpenters' Union to a point where it could become a factor in protecting the trade, employer and employe alike. We were successful in this.

MEETING WITH CONTRACTORS.

A few months later, June 27, 1900, our representatives met with a committee of our employers, composed of H. Pardona, H. Requarth, W. Kuhlman, J. Wehner and E. Turvene, and presented for their consideration the following:

DAYTON, OHIO, June 4, 1901.

Mr.

DEAR SIR: The journeymen carpenters and joiners of this city are now engaged in an effort to improve conditions of their employment, and in doing so desire to consult your interest and obtain your co-operation to the end that the interest of employer and employe may be best conserved.

We are instructed to submit to your consideration the following simple rules to take effect July 1st, 1900, and continue until April 1st, 1901.

First. Nine hours shall constitute a day's work.

Second. Ten per cent. advance on present rate of wages to be paid.

Third. Work done on any day in excess of nine hours, or work on holidays shall be classed as overtime to be paid for at the rate of one and one-half time.

We wish your approval of the above at this time, and agree hereafter that all changes shall be made January 1st, each year, to go into effect the following April 1st.

As this matter is now in the hands of a number of the contractors and builders, we respectfully request prompt reply — by the 10th inst. at least — or an appointment for conference at your convenience prior to above date.

Yours respectfully,

This committee advised us to defer any movement for wages and hours at that time, promising to take the matter up with us at the close of the year, when we should meet and mutually fix the wage, etc., etc., for the ensuing year.

Believing they would treat us fairly, we agreed, and at a joint meeting of our unions held on June 29th, our action was approved in deference to our employers' wishes.

From this on our relations were apparently of the most friendly nature, our members looking forward with hope of improvement in the near future, but there soon occurred a change in employers' conduct that proved very conclusively that they placed little value to a promise.

NOTICE OF ADVANCE.

On December 5, 1900, we mailed to each contractor and builder this notice, with request to reply:

Proposition for Hours and Wages from Carpenters' and Joiners' Union.

1. Nine hours shall constitute a day's work, between the hours of 7 A. M. and 5 P. M.

2. The minimum rate of wages for journeymen carpenters and joiners shall be 25 cents per hour, from April 1, 1901, to April 1, 1902.

3. Time and one-half shall be allowed on all overtime, and double time for Sunday, Decoration Day, Fourth of July, Thanksgiving Day, and Christmas Day, or days celebrated for the foregoing. No work shall be done on Labor Day, which shall be the first Monday in September.

4. Any member employed as a foreman, or taking charge of any work or any set of men, shall receive not less than 25 cents per day over the regular wages of journeymen.

Approved by

Thus we give the employers nearly four months in which to make preparations for this slight advance. Receiving no reply, a month later we addressed a communication to each employer, also to their association, requesting a conference. This was also ignored until March 20, 1901, when 23 representatives of as many firms, in response to our invitation, met our committee of six at the Phillips House.

SECOND CONFERENCE.

At this conference the employers informed us that they had decided to start the 9 hour day on March 22, with an 11 1-9 per cent. increase in wages. Gratified at this news, we wished to accept and establish the wage as a minimum, so that it could be clearly understood, we wished to know how much the wage would be after the advance, but we were informed that they could not tell without consulting their books. How strange!

We adjourned to meet again, when information sought was to be supplied us.

All we desired at this time was the establishment of a recognized minimum, which is a protection to the employer as well as workingman, and had we been informed that the promised advance would make a scale of 22½ cents per hour we would have gladly accepted it in the interest of peace at that time.

ANOTHER MEETING

With employers was held at same place April 6th. Instead of a committee of equal number coming to meet ours of six, 72 bosses filed into the room, read a lengthy document, attempting to prove that they were both benefactors and friends (?) of the workman, then by their 72 votes adjourned what was to have been a conference, saying they would not meet us again.

In the meantime, the 9 hour system was inaugurated. But that promised advance in wages proved to be only another broken promise.

DID WE STRIKE?

No, although our members were taunted and irritated by their employers with a view to bringing about such a move, we refrained from doing so, believing it was desired by the Contractors' Association, and therefore not to our interest. Nothing was done until May 7th, when by a vote of nearly 400 to 14, it was de-

cided to withdraw men from cheap employers and place them with those who were willing to pay the minimum wage of 25 cents per hour, having in the meantime learned that enough contractors and others would pay this wage, so that the majority of workmen would receive this established wage. In this we simply did what our employers do — seek the best market for our labor.

On May 10th a few men were taken from one contractor to another who had agreed to pay the wage, and in twenty-four hours after the Contractors' Association issued the order for a shut-down.

LOCKOUT.

By May 13th about 130 of our 600 members were affected, and informed that they could return to work as individuals only, after they had resigned as members of the Carpenters' Union.

The purpose of this move is so very plain it needs but little comment. They did not want to pay a fair wage; so that they could avoid doing so they decided by this method to destroy our union, pay the men what they please, and through their association maintain prices for themselves, charging as high as 50 cents and 60 cents per hour for labor they would not pay 25 cents for.

From this date events are fresh in the minds of all that are interested, therefore need but brief mention. May 16th the undersigned forwarded a letter to the locking-out contractors, suggesting a conference and arbitration. They replied on May 21st, refusing, giving a very flimsy excuse as a reason, viz: that there was a dispute between ourselves and another labor organization as to jurisdiction. While this is to some extent true, inasmuch as there has never been a quarrel upon any of their work, the reason given is a silly subterfuge.

ANOTHER ATTEMPT TO SETTLE.

On May 28th, a well known public-spirited citizen sought both sides in this controversy, with honest and disinterested intention to effect a settlement; a plan for same was drawn, which contractors and our representatives agreed as fair.

What did the contractors do with it? Retained it for eight days, leading us to believe that as soon as they had a meeting all trouble would end, when, with absolute unfairness and discourtesy, they mailed to each of our members on June 5th a summons to return to work. This was expected to break our ranks. With it was mailed a so-called Declaration of Principles in which principle was entirely lacking.

This was replied to next day, our position defined, and arbitration through the medium of the State Board again offered as a means of obtaining settlement.

Why was this also refused by contractors?

Since then, until this moment, the State Board of Arbitration has sought these employers, but in vain.

CONTRACTORS' METHODS.

You have often read the public statement of employers, concerning the unlawful (?) acts of the Trade Unions, their condemnation of the Walking Delegate and boycott.

Do you know that the contractors have indorsed the methods of the unions?

They have a walking delegate, a boycott and a black list.

They are by threats, preventing sale of any material to other than those who agree with them. They will boycott those who employ union labor. and blacklist those dealers who sell to any one who lacks their seal of approval.

They have gone further than any union ever dared go.

They have told one lumber firm who is selling to any one who will buy, that "they will drive him out of the city" if he supplies us.

Suppose we were to go to some contractor and say we would drive him out of the city if he hired more than our members.

What would they do?

At once get a blanket injunction to cover every carpenter within a radius of 100 miles, and make frantic appeals to the government for men and rifles to enforce it, but that would be so different.

A certain fair-minded man desirous of giving work to our idle members, decided to build a number of houses. In an effort to obtain material, his agent has been followed from place to place, and prevented from freely obtaining same, and is now getting it from out of town, as with the many other persons who desire to build.

Thus the employers have placed their perfect association on a level with our union, and all there is between us now, is the respective right to retain our organizations, and the question of a fair wage under a system of equal justice.

What do we want? Simply nine hours as a day's work at a minimum of 25 cents per hour; with this we have never wished to place any restrictions as to material or labor, nor have we asked for recognition of our union; the only recognition we care for is the payment of a living wage.

We do not wish to run our employers' business.

ARBITRATION.

So confident are we of the justice of our cause, that we again challenge the contractors to arbitrate, and will give them the privilege of naming all the arbitrators, provided they are fair-minded and the proceedings are made public.

But they dare not arbitrate, and having no hope that they will, in behalf of a deserving class of citizens—the carpenters, we appeal to the public and urge those who have carpenter work to proceed with it at once.

Competent workmen can be obtained by communication to our headquarters at Palm Garden Hall, or to Room 3, Dover Block, Phone 1534.

We can also supply you with a list of fair contractors able to erect any class of building.

Material can be obtained in spite of the "combine."

IN CONCLUSION.

We believe that there is a spirit of fairness in every community, a desire to be just, and despite the sentiment against organization of labor, created by a certain class of employers through their "paid spy system," we have no doubt as to the final result of this little "unpleasantness."

We invite the closest investigation of our statements and our conduct, and will abide by the decision of fair-minded men.

In behalf of the locked-out carpenters,

A. C. CATTERMULL,
General Executive Board.

On June 18, we were informed there was opportunity for settlement and the services of the Board being desired, the Secretary returned to Dayton, and again endeavored to adjust the trouble. Negotiations were opened with one of the leading firms and its employees resulting

in a verbal agreement and resumption of work on the basis of 25 cents minimum rate, a nine hour day and extra pay for overtime. Fearing, however, that the firm would not observe the terms agreed upon, the men again went out, having worked only two days; and thus the movement that gave promise of an early general settlement tended only to aggravate the situation.

For some weeks the building interests of the city had been practically at a standstill. The building season was already far advanced and while the men seemed to be growing restless, it was also apparent that many of the contractors desired to resume operations. The Union men were willing to return to work in all factories and for all contractors who would observe the rules and regulations prepared by their organization. Finally on July 9, they held a meeting and adopted the following:

DAYTON, OHIO, July 9, 1901.

"Local Unions 104 and 346 of the United Brotherhood of Carpenters and Joiners of America in joint session assembled at Palm Garden Hall, do hereby declare that the following rules and regulations shall govern the members of these unions in their relations with employers engaged in the building trades:

EMPLOYMENT.

"All members of these unions shall have the privilege to work for and with whom they may elect, upon the following conditions:

First — Nine hours shall constitute a day's work.

Second — The minimum rate of wages for journeymen shall be twenty-five cents (25cts) per hour.

Third — Time and one-half shall be asked for any work performed on Sunday, Decoration Day, Fourth of July, Thanksgiving Day and Christmas Day, or days celebrated as the foregoing named holidays. No member shall be allowed to work for any employer on Labor Day, which shall be the first Monday in September.

Fourth — Any member employed as a foreman, or taking charge of any work, or any set of men, shall not work for less than 25 cents per day more than the regular minimum rate of wages for journeymen.

The foregoing rules are hereby adopted, and shall go into effect at once, and remain so until otherwise ordered by these unions.

"Any member who violates any of the foregoing rules and regulations shall be fined, suspended or expelled, according to the constitution and rules governing this order."

As soon as the above was made known, a number of the contractors accepted the terms and resumed operations and within a few days thereafter working relations were renewed between all other employers and employes and the strike was at an end.

MACHINISTS.

The most extensive strike of the year was the movement of the machinists for a nine hour work-day without a reduction of wages. The strike was national in its character and extended to all industrial centers, not only in Ohio, but throughout the entire country and therefore we are unable to give a complete report of the movement. While the Board was unable to adjust the matter, it endeavored to keep in touch with the situation and was always prepared to render such service as circumstances might permit. We submit the following statement received from James O'Connell, President of the International Association of Machinists, as the most reliable information available and as showing the general results in this State:

The strike was ordered by the International officers with the consent of the membership at large and had the approval of the American Federation of Labor, and to take place on Monday, May 20, 1901. The following demands were presented to all employers of machinists, except those employed by the government and railway service:

AGREEMENT.

Between firm of and Lodge No., of the International Association of Machinists.

City, date, 1901.

1. Machinists—A machinist is classified as a competent general workman, competent floor hand, competent lathe hand, competent vise hand, competent planer hand, competent shaper hand, competent milling machine hand, competent slotting machine hand, competent die sinker, competent boring mill hand, competent tool maker, and competent linotype hand.

2. Hours—Nine hours shall constitute a day's work on and after May 20, 1901.

(NOTE:—This arrangement of hours is not to interfere in any way with shops where a less number of hours per day is already in operation.)

3. Overtime—All overtime up to 12 o'clock midnight shall be paid for at the rate of not less than time and one-half, and all overtime after 12 o'clock midnight, Sundays and legal holidays shall be paid for at the rate of not less than double time.

(NOTE:—The foregoing rates are not to interfere in any way with existing conditions; that is, where higher rates than above are paid, no reduction shall take place.)

4. Night Gangs—All Machinists employed on night gangs or shifts shall receive overtime in accordance with Section 3, for all hours worked over fifty-four (54) per week.

5. Apprentices—There may be one apprentice for the shop and in addition not more than one apprentice to every five machinists. It is understood that in shops where the ratio is more than the above, that no change shall take place until the ratio has reduced itself to the proper number, by lapse or by the expiration of existing contracts.

6. Wages — An increase of $12\frac{1}{2}$ per cent over the present rates is hereby granted, to take effect May 20, 1901.

7. Grievances — In case of a grievance arising the above firm agrees to receive a committee of their machinists to investigate and if possible adjust the same. If no adjustment is reached the case shall be referred to the above company and the representatives of the International Association of Machinists. If no satisfactory settlement can then be agreed upon, the whole subject matter shall be submitted to a Board of Arbitration consisting of five persons, two to be selected by the above company, two by the above lodge of the International Association of Machinists, and the four to choose a fifth arbiter, and the decision reached by this Board is to be binding on both parties to this agreement.

Signed for Company:

.....

Signed for I. A. of M.:

.....

Number of machinists who went on strike in Ohio May 20, 1901, 7,400; number of firms involved, 157; number of firms with whom we made settlements, 137; number of machinists employed by firms with whom we made settlements, 6,400.

The settlements were made with establishments in the larger cities throughout the State and were distributed as follows:

Cleveland, 40; Cincinnati, 60; Hamilton, 5; Dayton, 10; Toledo, 15; Columbus, 6; Alliance, 1; Youngstown, 4.

The balance of the firms were scattered throughout the smaller towns,

It must not be forgotten, however, that in shops where we did not make settlements, that the conditions of the men have been greatly improved since the strike was adjusted in Ohio. In many instances the hours were reduced to less than formerly worked, and in hundreds of cases the wages have been increased, so that as a whole not only those engaged in the strike, but those who were not involved, were to some extent benefited as a result of the shorter work day movement by our Association in the State of Ohio.

The result of our general strike which occurred May 20, has been practically the inauguration of the nine hour workday in the machinists trade not only in the State of Ohio, but throughout the United States.

THE PEOPLE'S RAILWAY COMPANY.

DAYTON.

Having learned on May 29 of a threatened strike on the lines of the People's Railway Company at Dayton, the Board immediately met in that city and put itself in communication with the officers of the Company and the committee of Division No. 51 of the Amalgamated Association of

'Street Railway Employees of America representing the employees, both of whom received the Board courteously and were ready to accept its services as mediators.

It was learned from the men, that on May 20, their representatives called on the Company and presented an agreement for the year commencing June 1, 1901, they desiring that the new arrangement should be made before the expiration of the old agreement at midnight on May 31; that the Company informed the committee that an answer would be made to their proposition within four or five days; that the committee waited until May 27, when not having received any reply, sent the following communication to the Company:

To The People's Railway Company. DAYTON, OHIO, May 27, 1901.

Not having received any satisfactory answer according to agreement, we therefore demand an answer by Wednesday, May 29, at four o'clock, P. M.

Upon the failure of the Company to so answer, we will consider that they are trying to take unfair advantage and we will act accordingly.

GUS HAAS,
H. VANCE,
C. H. SPOHN,
K. BLACK,
W. S. BAKER,
Committee.

To the foregoing communication the Company made reply as follows:

THE PEOPLES RAILWAY COMPANY, MCINTIRE BUILDING.

DAYTON, OHIO, May 31, 1901.

Gus Haas. Chairman of Committee of Street Railway Employees of Peoples Railway Company.

DEAR SIR:—Yours of the 17th was presented to me on the 20th, and as you know, was referred by me to the proper authority of this company. An answer was not received until this week, during my absence from the city. This company will not receive you as a committee from the union you claim to represent, but we are entirely willing to meet you as a committee of our employees and to discuss any grievances you may have. We cannot recognize the right of any outsiders to take part in these conferences. You will remember that we took this position a year ago and that the contract was made with you as employees only and not as representatives of the union or any other body of men.

If this proposition meets with your approval we will meet a committee of our employees at this office in the McIntire Building at four o'clock this afternoon.

Yours very truly,

G. B. KERPER,
General Manager.

Such was the situation when the Board arrived at Dayton on May 29. About the same time President W. D. Mahon of the Street Railway Employees' National organization reached the city and desiring to

promote a friendly settlement sent the following communication to the Company:

DAYTON, OHIO, May 31, 1901.

Mr. George B. Kerper, General Manager, Peoples Railway Company, Dayton Ohio.

DEAR SIR:—I have been called to this city on account of the expiration of the agreement existing between your Company and Division No. 51 of our Association, the Amalgamated Association of Street Railway Employees of America, and have been informed by our Committee that no definite understanding for a future agreement has as yet been arrived at, and, desiring to get a speedy adjustment of this matter as soon as possible, I would ask if you would be kind enough to grant me an audience. If so, please state the hour and place.

Yours respectfully,

W. D. MAHON,
President A. A. of S. R. E. of A.

To the above letter of President Mahon the Company promptly replied as follows:

DAYTON, OHIO, May 31, 1901.

W. D. Mahon, President A. A. of S. R. E. of A., Dayton, Ohio.

DEAR SIR:—Yours of to-day just handed me. If you have been called to the city on account of any alleged or proposed agreement between the Peoples Railway Company and Division No. 51, of the Amalgamated Association of Street Railway Employees, you have been misled. We have no agreement with No. 51. We have an agreement with our employes which expires to-day. We see no reason for a conference with you and must decline all outside interference, as we have already stated to our employes in a letter handed them this day.

Yours very truly,

G. B. KERPER,
General Manager.

The men claimed that during the past year the Company had frequently suspended and discharged motormen and conductors without good and sufficient reason and without permitting such suspended or discharged men a hearing or arbitration, in violation of the agreement between the Company and the men; that while under said agreement the men could join the union without prejudice, the Company had continually harassed the union men and had repeatedly suspended them for trifling offenses, while non-union men guilty of more serious faults were not only permitted to work undisturbed but were given preference over the members of the union; that the Company, through its Superintendent, was hostile to labor unions and in various ways was endeavoring to disrupt and destroy their organization; and that the agreement they had presented to the Company for its signature was intended to prevent misunderstandings, to promote a greater degree of harmony and in a general way to aid in operating the road on a basis that would be mutually satisfactory.

On the other hand the Company declared that it had not and would not make any agreement with the organization of street railway em-

ployes; that it desired to be fair and just in dealing with its employees and would continue to operate on a nine hour day and pay twenty cents per hour as during the past year; that if its employees felt aggrieved they could present their complaints to the Company which would receive proper consideration; that the Company would hire and discharge men without any outside interference and in a general way would conduct and manage its business in its own way.

On the afternoon of May 31, the committee representing the union called at the office of the Company for a conference with a view of a settlement. They were promptly informed by the General Manager that the Company would deal with them as employees or as a committee of employees, but under no circumstances would it deal with or recognize the union or its representatives.

On receipt of this information the committee withdrew and reported the results of their interview to their organization.

In the meantime the members of the Board had been in frequent conferences with the officers of the Company and the representatives of the union endeavoring to harmonize their differences before the expiration of the old agreement. The men were determined in their demand for recognition of their union and the Company was equally determined to withhold such recognition.

A strike seemed inevitable; the men were unwilling to continue operations under existing conditions and the Company refused to accede to their demands and were prepared to operate the cars with new men.

The Board appealed to both sides to continue their present relations until further efforts could be made to conciliate matters and promote a friendly settlement. While the Company was willing the men should continue work, it would not make such request. Realizing the gravity of the situation and fearing the serious consequences that almost invariably attend street car strikes or lockouts, the Board sent the following communication to the committee:

DAYTON, OHIO, May 31, 1901.

To the Committee Representing No. 51 A. A. of S. R. E. of A.

GENTLEMEN:— We, the members of the State Board of Arbitration, hereby request you to postpone or withhold any radical action or strike until the Board can make further efforts with the officials of the Railroad Company tomorrow looking to a settlement of your troubles.

Earnestly desiring compliance with the above request, we are

Very respectfully,

JOSEPH BISHOP,
R. G. RICHARDS.

We are happy to say that the men yielded to this request and continued work on June 1st, when the Board again persuaded them to operate the cars the following day, thus giving the Board further opportunity for conciliatory efforts and final settlement.

In response to the foregoing request of the Board, the following resolutions were adopted at the meeting of Division No. 51, held on Friday night, May 31:

WHEREAS Our committee have submitted their report which shows that our requests for just treatment and humane conditions have not only been refused, but that our committee has been ignored and insulted; Therefore be it

Resolved That we declare The Peoples Railway Company unfair, but inasmuch as the Ohio State Board of Arbitration who have made one attempt to adjust the matter and failed, have requested us to give them another opportunity to wait upon the Company and see if a peaceful settlement cannot be made, and as we are desirous of a peaceful settlement; therefore, be it

Resolved That this opportunity be given the State Board of Arbitration and the Committee be empowered and are hereby instructed to order a strike at such hour as they may deem best.

The following notice was posted in the barns of the Company early Saturday morning, June 1:

"Beginning June 1st, employees will be paid the same wages and work the same number of hours as during the past year. Faithful performance of duties will insure permanent employment.

(Signed)

G. B. KERPER,
General Manager.

The following is the agreement under which the Company and the men operated during the past year and which expired May 31:

We, the Peoples Railway Company of Dayton, Ohio, and a committee of its employees agree to the following:

It is agreed and understood that in all matters involving discharges, lay-offs, or alleged offenses by the employees, the employee suspended or discharged shall upon the recommendation of a hearing by three of The Peoples Railway Employees, have his grievance submitted to arbitration, one arbitrator to be selected by said employees, one by the Company, and a third by the two. Decisions reached by such arbitration shall be final. The party in the wrong shall bear whatever expense might ensue, such expense however, shall not be more than twenty dollars. It is understood that there shall be no arbitration only in the event that the Company and the Committee cannot adjust the differences.

The wage scale shall be twenty cents per hour, nine hours to constitute a day's labor. It is agreed that the regular men shall work overtime to accommodate the public and the Company, but the regulars shall not be used for overtime if substitutes are available.

Any employee of The Peoples Railway Company may join any organization without prejudicing his relation to the Company.

If an employee is asked to report for duty by the Company and he shall remain an hour or more before taking his car, then he shall be paid for the time so elapsing, it being understood, however, that compensation shall not be asked for less than an hour.

It is understood that all men employed by the Company, Monday, May 14th, shall be returned to their positions without prejudice.

G. B. KERPER,
Manager Peoples Railway Company.

GUS HAAS,
J. E. COLVIN,
O. S. WALKER,

Committee of Employees of Peoples Railway Co.

JAMES M. COX,
Witness.

This agreement to remain in force for one year from June 1st, 1900.

The following is the agreement submitted to the Company by the men to take effect June 1st, 1901:

DAYTON, OHIO, May 17, 1901.

Agreement entered into between The Peoples Railway Company and the Amalgamated Association of Street Railway Employees, of Dayton, Ohio, Division No. 51.

First. That the Peoples Railway Company continue to treat with their employees of the above named organization (Division No. 51, of Dayton, Ohio) through their properly accredited officers.

Second. That the pay for motormen and conductors shall remain the same as in the past year (20 cents per hour and nine hours shall constitute a day's work) or as near as possible to arrange and shall be completed in one continuous run.

Third. Where men report for work they shall be paid from the time they report until released, whether they work or not, at the same rate, and no man shall be obliged to work extra more than one day in every seven, and the regular men who work overtime to be called in rotation.

Fourth. That the properly accredited officers of the association shall have full power to adjust any difference that may arise between the parties hereto with the properly accredited officers of the company. In case a difference still existing between the association and the company after such efforts to adjust the same, the matter may be referred on the written request of either party to arbitration within two days, the board of arbitration to consist of disinterested parties, and the findings of the majority of said board shall be binding on both parties, the parties hereto shall each choose one man and the two thus chosen shall select the third, and shall meet daily until the matter is adjusted. When a case is submitted to arbitration each party shall name its arbitrator within two days. In case of either party failing to comply with the above they shall forfeit their case.

Fifth. In cases where men are laid off for punishment, the company shall notify the proper officers of the association within 24 hours how long it intends such members to remain out, and for what reason he is let out.

Sixth. That any employe or member of said association by act or word, interfering with or disturbing the course of negotiations between the officers of the company and the association upon any subject whatever contrary to the spirit of this contract, shall, upon mutual satisfactory proof of the same, be dismissed from the service.

Seventh. Any member of this association laid off for punishment and after investigation found not at fault, shall be reinstated in his former position and be paid for the total number of days laid off, and if a sub he shall receive the rate the man behind him does. That any man laid off or suspended shall not be obliged

to report for work pending such hearing, and only in case of shut-outs a man be obliged to show up.

Eighth. In all cases where members of this association are discharged from the service of the company a copy of the charges against said employe shall be furnished to the association within 48 hours after such offense is committed.

Ninth. In case the association suspends a member who is employed by the company for any violation of their laws or rules, they shall request his suspension and he shall stand suspended until such time as the association can agree to his reinstatement.

Tenth. That the company shall place in each car house of their respective lines an open book in which the men can register the particular day or days on which they desire to get off, and the men who register first shall have first privilege of laying off; provided, however, that the executive members having business for the association have preference to others. Said book shall be dated 30 days ahead.

Eleventh. That all men who have been in the service of the company 60 days or more and who do not belong to the association, that are satisfactory to the company, and the association shall become members of the association, within 15 days of the signing of this agreement.

Twelfth. That the company hire whom they please, but that no man be put on the cars to practice until he secures a permit card from the association, and at the expiration of 60 days, if satisfactory to the company and the association, shall become a member of the association.

Thirteenth. That any man employed as motorman shall not be compelled to conduct, or a conductor compelled to run a motor car unless they feel competent to do so.

Fourteenth. That we feel that a 5-day lay-off for forgetting to turn in an envelope or punch too severe, and therefore request that it be changed to one day, and the company to select the day on which such employe is to be laid off within ten days from date on which said offense was committed.

Fifteenth. Claims for shortage shall be made within two days after the discovery of said shortage, and shall be accompanied by the trip sheet and the envelope of the date of said shortage.

Sixteenth. This agreement and provisions thereof shall continue in force and be binding upon above named company and association for one year from the first day of June, 1901, to the first day of June, 1902.

Submitted by the following committee:

GUS HAAS,
W. S. BAKER,
H. VANCE,
C. N. SPOHN,
K. BLACK,

As stated the Company refused to consider the above agreement or to recognize or deal with the committee as representatives of the union, and the men declined to treat with the Company except in their organized capacity and therefore all negotiations between them were conducted by the members of the Board. On June 1, the following proposition was handed to the Board by the Company for submission to the men:

THE PEOPLES RAILWAY COMPANY, MCINTIRE BUILDING.

To the State Board of Arbitration:

DAYTON, OHIO, June 1, 1901.

GENTLEMEN:— We thank you for the interest you are taking to bring about a settlement between our company and the men in our employ. To aid you in preventing a strike and the serious consequences that may arise from such action, we will agree to concede to our men;

First. The road will continue to recognize and treat with any committee of its employes when they desire to be heard in relation to any grievance.

Second. Any man who may be suspended or discharged by the superintendent shall be entitled to appeal to the executive committee of the company, who will hear the complaint.

Third. The road will pay all employes for time lost when they have been suspended by the company and found not guilty.

Fourth. The road is free to employ union or non-union men.

Fifth. The wages of all motormen and conductors to be the same as during the past year, and the hours of work the same unless changed by the request of the majority of the employes.

Sixth. The employers agree that, in the consideration of several agreements herein contained to be kept by the company, the employes will discharge their duties in an efficient, faithful and skilled manner.

The above proposition was endorsed as follows:

To the State Board of Arbitration:

GENTLEMEN:— If the proposition for the rules and regulations of employes of The Street Railway Company is accepted by a committee of our employes they shall be adopted by the company from and after this date.

G. B. KERPER, *General Manager.*

The above basis of settlement was not acceptable to the men who desired certain changes and modifications which were made known to the Board, who submitted the same and endeavored to have the Company agree thereto. The Board was unceasing in its efforts to harmonize the differences between the parties. Both sides were becoming impatient at the prolonged negotiations and desired that a conclusion should be reached without further delay. The Board was persistent in its determination to prevent a tie-up of the road until the third of June when the following agreement was entered into and a strike or lockout happily averted:

THE PEOPLES RAILWAY COMPANY, MCINTIRE BUILDING.

DAYTON, OHIO, June 3, 1901.

Rules and regulations agreed upon by The Peoples Railway Company and its employes, to remain in force until April 20, 1902:

First. The company will recognize or treat with any of the employes or any committee of its employes when they desire to be heard in relation to any grievance.

Second. Any employe who may be suspended or discharged by the Superintendent or any other officer of the company shall be entitled to appeal to the Executive Committee or the Board of Directors, who shall hear the complaint and the witnesses. He may be represented by one other employe.

Third. The company will pay all employes when they have been suspended by the company and found not guilty.

Fourth. The wages of all motormen and conductors to be the same as during the past year, 20 cents per hour and the hours of work to remain the same as during the past year.

Fifth. The company will employ whom it pleases. Any employe may join or belong to any organization without prejudice to his relation to the company.

Sixth. If any employe is asked to report for duty by the company, and he shall remain an hour or more before taking his car then he shall be paid for the time elapsing, it being understood, however, that compensation shall not be asked for less than an hour.

Seventh. The employes agree that in consideration of the several agreements herein contained to be kept by the company, the employes will discharge their duties in an efficient, faithful and skillful manner and will work harmoniously together.

Ninth. In view of this settlement the present controversy shall work no prejudice to the employes.

THE PEOPLES RAILWAY COMPANY,
G. B. KERPER,
General Manager.

GUS HAAS,
W. S. BAKER,
H. VANCE,
K. BLACK,
C. H. SPOHN,
Committee of Employes of P. St. Ry. Co.

The People's Railway of Dayton is owned by the American Railway Company of Philadelphia. The Company operates the White Line, twelve miles of track; Wayne Avenue line, eight miles; a total of twenty miles. Average number cars operated, 30, and an average number of passengers carried daily, 16,000. Average daily receipts of Company, \$500.00. The Company employed 175 men — 150 of whom were conductors and motormen; of this number about 115 were members of the union.

At the time of this controversy, there were about 3,000 men on strike or locked out by manufacturers and contractors of the city and a tie-up of the street cars under such circumstances would have been attended by the most serious consequences.

We have therefore great pleasure in reporting a friendly settlement which was made possible only by the mutual concessions of the Company and the men.

The day following the settlement the officers of Division No. 51 of the International Association of Street Railway Employes called at the rooms of the Board and presented to the Secretary the following resolutions:

DAYTON, OHIO, June 4, 1901.

WHEREAS, The State Board of Arbitration have, by their faithful and persistent efforts succeeded in bringing about an honorable adjustment of the dispute existing between the Street Railway employes, who are members of Division No. 51 of the Amalgamated Association, and their employers, The Peoples Railway Company, and established working conditions, for our people for another year; therefore, be it

Resolved, That we, the members of Division No. 51 of the Amalgamated Association of Street Railway Employees of America, do hereby show to the State Board of Arbitration our appreciation by this, our unanimous vote of thanks; further, be it

Resolved, That our Secretary be instructed to spread this resolution upon our minutes, and forward a copy to the Honorable Board of Arbitration.

GUS HAAS,
President Division No. 51.

O. S. WALKER,
Secretary Division No. 51.

THE PEOPLES STREET RAILWAY COMPANY.

DAYTON.

On June 3 when the differences between The People's Street Railway Company of Dayton and its employes were adjusted, and a new agreement entered into between a committee of the employes and the Company through the intercession of the State Board of Arbitration, there was a contention between the parties growing out of the discharge of certain conductors or motormen while working under the agreement which expired on May 31, and which contained the following provision:

"It is agreed and understood that in all matters involving discharges, lay offs, or alleged offenses by the employes, the employe suspended or discharged shall upon the recommendation of a hearing by three of The Peoples Railway employes have his grievance submitted to arbitration; one arbitrator to be selected by said employes, one by the company and a third by the two. Decisions reached by such arbitration shall be final. The party in the wrong shall bear whatever expense might ensue, such expense, however, not to be more than twenty dollars. It is understood that there shall be no arbitration only in the event that the company and committee cannot adjust the differences."

The committee representing the union claimed that the discharged men desired that their grievances be heard and arbitrated as provided in the old agreement, but were unable to persuade the Company to agree to such arbitration.

The committee also declared that other employes had been discharged under the new agreement and that the discharged men had been denied a hearing by the Company notwithstanding the new agreement entered into between the General Manager of the Company and a committee of employes on June 3, provided

"The company will recognize or treat with any of its employes or any committee of its employes when they desire to be heard in relation to any grievance.

"Any employe who may be suspended or discharged by the superintendent or any other officer of the company shall be entitled to appeal to the Executive Committee or the Board of Directors, who shall hear the complaint and the witnesses. He may be represented by one other employe."

It was further stated by the committee that frequent appeals had been made for the hearing of the complaints against the discharged men all of which had been ignored and by so doing the Company had violated both the old and the new agreement, that the officers of the Company were opposed to labor unions and were discriminating against the union men and were doing their utmost to destroy the organization of street railway employees and were planning for a wholesale discharge of such conductors and motormen as were members of Division 51. On account of the alleged unfair methods of the Company, the union felt justified in demanding the reinstatement of all discharged men and the signing of the agreement presented to the Company by the union in May last, and accordingly the committee handed to the General Manager the following communication which was also given to the public press:

To the Peoples Railway Company:

DAYTON, OHIO, June 21, 1901.

Inasmuch as this company has violated their agreement made with us through the State Board of Arbitration by refusing to give Kinkead a hearing, and also our superintendent using all dishonorable means to destroy our organization, we therefore demand the immediate reinstatement of William Jones, Emmet Swindler, and Ed. Kinkead, and also the signing of the original agreement presented to this company May 20, 1901, by the committee representing Division No. 51. A. A. of A. R. E. of A. We demand an answer in one hour.

PHILLIP WEBBER,
N. H. TAYLOR,
JAMES HAYES,

Committee.

The General Manager of the Company also issued the following statement.

To the Public:

Not one of the above men have been discharged since the agreement made with our employees June 3, 1901.

G. B. KERPER.

Immediately on learning of the above demand, the Secretary of the Board called on the representatives of the union and endeavored to persuade them to reconsider their action, continue at work and to use their influence to prevent a strike or lockout, but without avail. The committee declared that the arrogance and injustice of the officials of the Company had forced the men to make the foregoing demands. They had taken a determined stand and would maintain it.

The Secretary also called on the Company, and was informed that it would not comply with the demands of the men; that it had and would continue to observe the agreement made with the employees through the State Board of Arbitration on June 3 and that contrary to any intention of discharging their conductors or motormen, it had decided to keep all employees who rendered faithful service. As to the three men who were discharged, they were all removed for cause before the

recent trouble and that since the contract was entered into between the Company and the men none of the employes had been discharged and none would be, so long as they did their duty. The Company was prepared for a strike and assured the Secretary that such a movement would not interfere with the operation of the cars, as new men were ready to take the places of all those who ceased work.

No further communication passed between the parties and being unable to agree, the men decided to declare a strike and run the cars into the barns, which they did about seven o'clock on Friday evening, June 21, when thirty-six men on the White Line and eight on the Wayne Avenue Line, forty-four in all, went out, being about one-third of the number of motormen and conductors in the employ of the Company.

As will be seen the strike did not tie up the road, and did not seriously interfere with the business of the Company or the convenience of the public, for within an hour or two some of the cars were being operated by non-union men, and the Board was informed that on the following day, the Company were running the usual number of cars on schedule time.

Three days after the strike was inaugurated the following statement was issued by the striking street car men:

To the Public:

DAYTON, OHIO, June 24, 1901.

As it is not understood why the men on the Peoples line have so much trouble with the company, we wish to make a statement to the people.

Our troubles date back three years, when a William Smith, about 21 years of age, was placed as foreman over us. Before he came, everything went smoothly and nicely and we were conducting cars and our reports were turned in, and, as a rule, turned in more fares than were registered, but since he came they were invariably called short, but now the conductors are required to pay shortage, and men were insulted and abused and driven like dogs and were obliged to work from 12 to 18 hours per day at 16 2-3 cents per hour. After doing 12 hours' work they were sometimes called back for extra work and obliged to wait at the barns without pay.

We therefore signed a petition asking for 20 cents an hour and nine hours work, which was refused, and we were told that they would not pay any more than 16 2-3 cents per hour.

Within three weeks after presenting the petition we organized a union, and then received 20 cents per hour and a nine hour work day, which ran along for some time, when the superintendent called the day men to the main office and told them that when conductors were put on they would have to go back to 12 hours at 16 2-3 cents per hour. They asked for 48 hours to consult the night men, and the superintendent refused, and we refused to accept the proposition, and we were obliged to strike in May, 1900, in order to hold our conditions and, through Mr. Cox, of the Daily News, we succeeded in getting nine hours and 20 cents per hour, and also got arbitration in cases of grievances, but after the settlement we were antagonized in every way by the superintendent and foreman and some of the hirelings.

The non-union men could do anything they pleased, but the union men were dismissed on any pretext, and under this agreement two cases were referred for arbitration, and E. H. Theis was chosen as our arbitrator, and told us he had submitted 97 names from the best business men in the city as the third arbitrator, and they were refused, the company selecting Mr. Wuichet as their arbitrator, and the company submitted 27 names of men known to be antagonistic to union labor, which our arbitrator refused to accept, and the matter ran along from January to June, when our agreement expired, without a settlement.

The next union man discharged was Harry Jones, of the Wayne Avenue line. When a committee waited on the superintendent he told the committee that Jones was the worst man he had in his employ. He was not fit to run a car. Our committee found out that this was only too true, and we dropped him. After this the superintendent used him to break up the union, and he is now scabbing our jobs on the White line. The next men that were discharged were Emmet Swindler and W. E. Jones, who violated a rule which was punishable by a five days' lay off, according to an order put up by the superintendent. The next man was E. L. Kinkaid, who was working under the new agreement, and applied for a hearing, which was refused, but later was told that he could have a hearing if he would pay the expense of the board to come from Philadelphia, which was a direct violation of the agreement, and the superintendent, through unfair means, tried to break-up the union, which was another violation of the agreement made through the State Board of Arbitration. His claims that the officers sold out to get an agreement has implicated that State Board of Arbitration as a party to the settlement, as the agreement of 1901 was secured through them.

The superintendent also says that the agreement of 1900 was a sell out by the men. This agreement was secured through Mr. Cox, of The Daily News, as arbitrator, and the unkind implication is cast on him by the superintendent's claim, as well as on the State Board.

Through the means of the superintendent and foremen they have succeeded in influencing a small portion of the men to desert.

We therefore, ask the public and union sympathizers to stand by the men who have always acted fair in all their dealings with the company.

JOHN J. WYNNE,
J. E. COLVIN,
CHARLES LANE,
GUS HAAS,
Committee.

The strikers endeavored to operate Bus lines and induce their friends and sympathizers to withdraw their patronage from The People's Railway Company and in a general way adopted the methods usually employed under such circumstances to place the Company in an unfavorable light and thereby strengthen their cause in the public mind. In this, however, they were not successful to the extent necessary to win the favor of the general public. But few people patronized the "Busses" and then for only a limited time and in consequence the Bus line was soon abandoned.

As already indicated the Company had a full force of hands and the cars were being operated on regular time and without interference, and while some of the friends of the strikers refused for the time being to ride with non-union motormen and conductors, it did not materially

affect the interests of the Company, who claimed that there was no falling off in the traffic on either the White Line or the Wayne Avenue divisions of the road; that the operation of the cars was satisfactory to the general public, and as far as the Company was concerned, it was giving the people good service, was entirely satisfied with the prevailing conditions and declared the strike was at an end.

The men, however, continued the movement for an indefinite time and while we have no information that the strike has yet been declared off, it is generally regarded as a failure.

UNITED STATES STEEL CORPORATION.

The greatest strike of the year and the movement which attracted more attention of the working people and labor unions, and equally interested employers and the general public and press throughout the country, was the steel strike, which was inaugurated July 1st and ended September 14th, 1901.

Other strikes of national character extended over more territory and were of longer duration, but did not implicate such vast interests or involve the great forces engaged in the struggle between the giant combine of the age and its workmen. On the one side was the United States Steel Corporation, a great combination of iron and steel interests, commonly known as the steel trust and representing more capital and giving employment to more people than any other company in the world. On the other side was the Amalgamated Association of Iron, Steel and Tin Workers of the United States, representing the skilled labor in the iron and steel mills and one of the oldest and heretofore recognized as one of the best conducted and most conservative trade unions in the country.

It is not possible to give an exact statement of the number of men involved in the strike as the varying situation of the several mills, closed and open, made it difficult to enumerate them, but it is safe to say that somewhat more than 150,000 were idle.

In order to show the extensive interests affected, we will state that according to the figures compiled by those who claimed to be in a position to ascertain the facts, the steel strike daily cost the companies involved \$225,000, and the workmen \$150,000. The strike continued sixty-six days (omitting Sundays). Assuming the foregoing estimates as to the daily loss to be reliable, we find the total loss to the employers was \$14,850,000 and to the men \$9,900,000.

We will endeavor as briefly as possible to report the causes leading up to this great strike.

At the National Convention of the Amalgamated Association of Iron, Steel and Tin Workers of the United States held at Milwaukee in May, a scale of prices was adopted and it was decided to demand

that in renewing or signing the scale for the year commencing July 1, 1901, each company sign the agreement for all mills owned or controlled by it, whether operated by union or non-union men.

Previous to the Milwaukee convention the American Tin Plate Company, American Steel Hoop Company and the American Sheet Steel Company, had signed the scale only for such mills as were operated by members of the Amalgamated Association. It was claimed by the union that lower prices were paid in the non-union mills, and that frequently when trade conditions would permit, the trust would close the union, and continue to operate the non-union mills and by so doing discriminate in favor of the non-union and against the union workmen, and the action of the Milwaukee convention in requiring that the scale be signed for all mills was intended to place all mills and men on the same footing and thus prevent further discrimination against members of the Amalgamated Association.

On June 18-19-20 and 21 the representatives of the American Steel Hoop Company, the Republic Iron and Steel Company and the Amalgamated Association met at Cleveland and after discussing the proposed scale the hoop manufacturers suggested certain modifications and the conference adjourned to meet at Pittsburg on June 28, when the Republic Iron and Steel Company signed the scale of prices with a provision that in future the mills of said Company shall continue in operation pending negotiations.

The following is the agreement referred to:

"A yearly scale shall be presented to the Republic Iron and Steel Company, not later than May 1st. Said scale to take effect July 1st.

"Failing in an agreement being reached by July 1st, one conciliator shall be selected by the Republic Iron and Steel Company, one by the A. A. and the two so selected shall select a third.

"These three conciliators shall meet the representatives of the Republic Iron and Steel Company, and the general officers and representatives of the A. A., of which there shall be such number of employes of the Republic Iron and Steel Company, as the employes of the Republic Iron and Steel Co., in good standing in the A. A. bear to the whole number of members of the A. A. in good standing who are governed by this scale.

"They will then try to effect an agreement as soon as possible. Mills to run pending negotiations.

"It being understood that wages beginning July 1st, 1901, be paid pending negotiations."

At the time appointed the representatives of the American Steel Hoop Company and the A. A. renewed their conference and the company proposed to sign the scale for all its union mills. This was rejected by the officials of the A. A. and the meeting adjourned, and for the time being negotiations in the hoop department were at an end.

In the meantime the representatives of the American Tin Plate Company and the union met at Cleveland and on June 25, agreed upon

a scale for all mills of said Company except Monessen, Pa., which was being operated on a plan peculiar to itself and to which the general scale did not apply because of new methods, machinery, etc. The tin plate agreement went into effect July 1, when the men commenced work under its provisions.

The meeting between the American Sheet Steel Company and the Amalgamated Association was held at Pittsburg on June 26-27, when the union representatives demanded that the company sign the scale for all mills owned, controlled or operated by it.

On the other hand the manufacturers proposed to enter into the agreement for the mills signed for last year except Saltsburg and Old Meadow Mill at Scottdale. Each side rejected the offer of the other and the sheet conference adjourned without an adjustment and no further meetings between the constituent companies of the United States Steel Corporation and the Amalgamated Association were held until July 11.

In the meantime the scale of prices terminated by limitation, (June 30) and no agreement being made for the sheet or hoop mills for the year commencing July 1, the men ceased work as required by the constitution of their association and the strike order of their national President.

The following is the law of the A. A. bearing on this subject:

"Should one mill in a combine or trust have a difficulty, all mills in said combine shall cease work until such grievance is settled."

The following is the order issued by the President of the Amalgamated Association on or about July 1:

BRETHREN:—Your sheet conference met representatives of the American Sheet Steel Company and tried to arrange a scale for the mills which they operate. After two days of consultation we adjourned, and met again at their call on Saturday, June 29, when they made a proposition to sign the scale for Aetna, Standard, Canal Dover, Hyde Park, Midland, Piqua, Carnegie, Struthers, Canton, New Philadelphia, Cambridge, Dennison, Falcon and Dresden. Thus refusing not only to sign for all their mills, but classing the Old Meadow and Saltsburg among the non-union mills, in spite of the fact that these mills were signed for last year, working under our scale; but the trust, by refraining from operating these mills, forced our people into agreeing to leave the association. This was, manifestly acting in bad faith, and your committee believed it was in duty bound to have included, in the organized mills, at least these two mills. What the trust did with them, it has tried to delude your committee in to doing with those of you who work in the mills for which they are willing to sign. They refuse to recognize or sign for McKeesport, which is an unorganized mill with about 400 members in the lodge. Their action demonstrates that they think we have not the right to organize even while they themselves are organized to control competition, and are so closely banded together that they believe labor must submit to their arbitrary, inconsistent and unjust dictation; forgetting that competition is the life of commercial trade and that capital is secure and prosperous only when labor is well paid and contented.

We are united for protection and to secure fair conditions and reasonable wages. They are united to obtain profits and to make more money from the efforts of the workers. We ask them to put all their labor on an equality by permitting it to be organized as they are. Yet they arbitrarily deny us the privilege which they enjoy. "Oh consistency, thou art a jewel."

Brethren, we must resist, only because we cannot endure. I ask all men of honor and principle to leave the mills of the American Sheet Steel Company and refuse to work until they recognize and admit our right to organize if we desire.

To the independent mills now operating I appeal. We have right, justice, public sympathy and I trust Divine approval; let us also have money. Upon you we are leaning; we trust you and are sure you will not fail. Give our cause to the newspapers of your town or city. Let the people of America know what they may expect from the trusts. Warn all workers to keep away from these mills: Apollo works, Vandegrift, Pa.; Cambridge works, Cambridge, O.; Canton works, Canton, O.; Chartiers works, Carnegie, Pa.; Chester works, Chester, W. Va.; Corning works, Hammond, Ind.; Dennison works, Dennison, O.; Dresden works, Dresden, O.; Falcon works, Niles, O.; Hyde Park works, Hyde Park, Pa.; Kirkpatrick works, Leechburg, Pa.; Saltsburg works, Saltsburg, Pa.; Laufman works, Paulton, Pa.; Midland works, Muncie, Ind.; New Philadelphia works, New Philadelphia, O.; Old Meadow works, Scottdale, Pa.; Piqua works, Piqua, O.; Reeves works, Canal Dover, O.; Scottdale works, Scottdale, Pa.; Struthers works, Struthers, O.; Aetna-Standard works, Bridgeport, O.; Wells-ville works, Wellsville, O.; W. D. Wood works, McKeesport, Pa.

These are on strike, or non-union, until the scales are signed for them. No man can work in them without staining his reputation, and leaving dishonor and shame as the heritage of his children.

We have had peace for years, not because we have had fair treatment, but because we have suffered and endured to win them to just and fair business methods, but they would not be won. Let us now resist until they are compelled to acknowledge that men who are conservative, in order to be just, can suffer to overthrow oppression.

All our members are hereby notified that there are no open mills among those operated by the American Sheet Steel Company and American Steel Hoop Company, and all lodges will notify those of their members, who may be working in such mills, that their future course must be determined by the lodges, on receipt of this communication. The subjoined mills are those of the American Steel Hoop Company, which are on strike or non-union. Upper and lower mills in Youngstown, the mills in Girard, Greenville, Warren, Pomeroy, Lindsay and McCutcheon, Painters. Monessen, Solar, Pittsburgh and Duncanville.

Yours fraternally,

T. J. SHAFFER.
National President.

In obedience to the foregoing law of the Association and also the order of the National President, sixty-five establishments were affected and about 76,500 men employed in the steel hoop, sheet steel and tin plate mills of the country ceased operations and forced at least double that number into idleness.

The mills closed on account of the strike were distributed throughout Ohio, Pennsylvania, Illinois, Indiana, Maryland, Michigan, Wisconsin and West Virginia.

In addition to the above there were about thirty unorganized establishments and 30,000 non-union men not affected by the strike.

Of the sixty-five mills involved in the strike, twenty-five were located in Ohio as follows: Bellaire, Bridgeport, Cambridge, Canton, Canal Dover, Cleveland, Dennison, Dresden, Girard, Irondale, Lisbon, Martins Ferry, Mingo Junction, New Philadelphia, Niles, Piqua, Pomeroy, Struthers, Warren, Wellsville and Youngstown, all of which were directly affected by the strike and employed in the aggregate about 10,000 men.

Almost immediately on the announcement of the strike and believing that on reflection, better judgment would prevail, efforts were put forth to renew friendly negotiations between the several companies and the A. A. and thus endeavor to harmonize their differences and avoid an extended contest. As a result of these efforts the representatives of the American Tin Plate Company, American Sheet Steel Company, American Steel Hoop Company and the Executive Board of the Amalgamated Association, again met in friendly conference at Pittsburgh on July 11, 12 and 13.

During the progress of this meeting the manufacturers submitted the following:

"We agree too unionize the Old Meadow mill at Scottdale and the mill at Saltsburg by leaving it to the opinion of the employes there, if such opinion is properly obtained."

On June 26-27 the American Sheet Steel Company offered to sign the scale for all mills signed for last year "except Saltsburg and Old Meadow Mill at Scottdale." It will therefore be seen that the manufacturers had modified their views to the extent that they were willing to include these two mills in the new agreement.

The A. A. rejected the foregoing offer and presented the following counter proposition:

"We hereby repeat our request that our scale be signed for all mills owned and controlled by the American Sheet Steel, the American Steel Hoop and the American Tin Plate Companies and believe that this should be conceded because it is in our opinion reasonable and just. We agree that if our scales are signed as stated above, to classify the Monessen plant of the American Tin Plate Company as a special mill and arrange a scale in accordance therewith. Also that there shall be a reconstruction of the scale for the mills working hoop and cotton ties exclusively; and we also agree that if our work of organizing mills outside of the possessions of the above companies should cause the shutting down of plants, or the calling out of men, there shall be no interference with the operation of the mills belonging to or operated by the American Sheet Steel Company, the American Steel Hoop Company, or the American Tin Plate Company during the scale year.

"This agreement is to abrogate all contracts signed by the men of these companies in which they agree not to join or be connected with the Amalgamated Association, or any other labor organization."

The above offer was regarded by the A. A. not only as a modification but as a substantial concession as compared with the original demand that the scale be signed for all mills without conditions.

It was not acceptable to the manufacturers who submitted the following final proposition:

"We agree to sign the scale for the following sheet mills: The Old Meadow Rolling Mill, Scottdale, the Saltsburg mills, the Wood mills at McKeesport and the Wellsville mills."

This offer was also rejected and as neither side seemed disposed to make further propositions or concessions, the conference adjourned on Saturday, July 13.

After the adjournment the following statement was given by the representatives of the three companies interested:

"The conference between the Amalgamated Association and the sheet, hoop and tin plate companies failed to come to an agreement because the Amalgamated Association did not recede from its original position which was that the three companies interested should sign for all their mills without regard as to whether these mills had in the past belonged to the Amalgamated Association or not. The manufacturers did not refuse their right to organize but having many men in the mills not in the Amalgamated Association who do not wish to become Association men, claimed they must respect these men in their wishes as well as those who are members of the Association.

"In order to affect a compromise the manufacturers offered to sign for several mills which have always in the past been out of the Association. No compromise was offered by the Amalgamated Association. The American Tin Plate Company have only one non-union mill. They requested the privilege to make a special scale for this mill and sign the same. This was refused and the company was given to understand that men in all the tin mills would be called out even though the scale has been signed for all other tin mills."

The Association's statement regarding the strike is as follows:

We do not ask the assistance of the manufacturers in unionizing the plants now being operated non-union.

We simply ask that the three companies—the Sheet Steel, Tin Plate and Steel Hoop—sign the scale for all mills, whether non-union or union, thus preventing discrimination in favor of the non-union plants during dull times.

We ask that all agreements now in force between the companies and the men binding the latter not to join any labor organization be cancelled by the companies.

We ask to be let alone in the matter of organization.

We have never been arrogant in insisting that men join our organization or leave the union mills.

The statement that we wish the companies to bind themselves to employ only union men is a deliberate falsehood.

We do not ask even recognition of the union in the organization of non-union mills, further than the signing of the scale.

The representative of our organization in each mill is the mill committee. We do not demand that the companies agree to recognize this committee, even in the non-union plants. This is a matter we allow employees of every plant to settle for themselves.

The thing that we insist on is that the men be released from the contracts now binding them to belong to no labor organization and be allowed to join our association without being discharged, as has been the rule heretofore in the non-union plants of the sheet steel company.

Having failed to reach an agreement the National President of the Amalgamated Association sent the following telegraphic message to all local unions in the tin plate, steel hoop and sheet steel mills in the country.

"Notify your men that the mill is on strike and will not work on Monday, July 15."

As I have already indicated, the strike involved twenty-five establishments and about 10,000 workmen in our own State. Immediately on learning of the adjournment of the conference without settlement, and after consultation with the other members and on the advice of the Governor that the Board endeavor to reopen negotiations between the A. A. and the several companies involved in the strike, the Secretary communicated with the President of the Amalgamated Association as follows:

STATE OF OHIO. OFFICE OF STATE BOARD OF ARBITRATION.

COLUMBUS, OHIO, July 15, 1901.

Mr. T. J. Shaffer, President A. A. of I. S. and T. W., Pittsburg Pa.

DEAR SIR:—I regret exceedingly to learn that the conference between the General Executive Board of the Amalgamated Association of Iron, Steel and Tin Workers and the representatives of the American Sheet Steel Company, American Steel Hoop Company and American Tin Plate Company adjourned without reaching a settlement. Being somewhat familiar with the large number of mills and the vast army of workmen involved, and the great loss of wages and business which would follow a prolonged strike, we feel that further efforts should at once be made to promote a settlement. As you are aware, a number of sheet, hoop and tin mills are located in Ohio, all of which may be closed by reason of the strike. The members of this Board are therefore particularly interested in the present situation and are anxious to render such service as may be in their power to bring about an early adjustment.

We therefore urge that another meeting be held between the representatives of your Association and the manufacturers. If this meets with your approval and my services will be acceptable, I will endeavor to arrange a conference at such time and place as will be agreeable to all concerned. Hoping for your favorable consideration and requesting an immediate reply. I am,

Very respectfully,

JOSEPH BISHOP

Secretary.

The following is the reply of President Shaffer:

NATIONAL LODGE AMALGAMATED ASSOCIATION OF IRON, STEEL AND TIN WORKERS.

PITTSBURG, PA., July 16, 1901.

Mr. Joseph Bishop, Secretary State Board Arbitration, Columbus, Ohio:

DEAR SIR:—The national officers of the Amalgamated Association desire to thank you for the interest displayed in the unfortunate trouble we are having with some of the employers, and as we prefer a peaceable settlement, gratefully accept your offer of mediation.

We are willing and anxious to go into conference with the other side, but think there should be assurances that our coming together will be promotive of adjustment. I mean simply this—that unless there is a prospect of terminating the strike a settlement might be postponed and the situation aggravated.

As an official of the Amalgamated Association and as one desirous of an amicable arrangement, I earnestly request that you carry out your laudable and merciful desire.

Yours very truly,

T. J. SHAFFER, *President.*

Having received the assurance that the Amalgamated Association was ready and willing to reopen peace negotiations, the Secretary at once endeavored to arrange another conference between the officials of the United States Steel Corporation and the Association, and to this end he secured the hearty co-operation of influential representatives of both employers and employed. The settlement of the steel strike was of paramount importance and therefore we devoted all our time and endeavors to promote a friendly meeting between the parties.

As a result of these efforts extending over a period of ten days, the President and Secretary of the A. A. met with the officials of the United States Steel Corporation at New York on July 27, when the company proposed to sign the scale for all mills that were signed for last year, except the Old Meadow mill at Scottdale, and the Saltsburg mills.

It will be remembered that at the conference held at Pittsburg on July 13, the manufacturers offered to sign the scale for all mills included in the agreement of last year, with the addition of McKeesport and Wellsville.

It will therefore be seen that the New York proposition of July 27, would give to the A. A. two mills less than were signed for last year and four mills less than the manufacturers had previously offered.

Immediately upon the return of the Amalgamated officials to Pittsburg, the New York proposition was submitted to and rejected by the Executive Board of the A. A. and the strike continued.

Notwithstanding the failure of the conferences of June 26-27, and July 11-12-13 and 27, to arrange terms of settlement, the Secretary of the Board continued his efforts to renew friendly negotiations between the parties, feeling assured that such methods would finally lead to an amicable adjustment.

During the week of July 29, the officials of the A. A. and the representatives of the United States Steel Corporation were in daily communication with each other through intermediaries until Saturday, August 3, when the entire Executive Board of the Amalgamated met the officials of the Company at New York, and after a day of fruitless discussion and conference, adjourned without having made any progress towards conciliation. Neither side would surrender its position or yield the points in dispute—at least not to the extent necessary to a settlement. At the close of the meeting and before leaving New York the Executive Board of the A. A. made the following statement:

"We, the members of the Executive Board of the Amalgamated Association of Iron, Steel and Tin Workers, considering it incumbent upon us to enlighten the public through the press with reference to the present relations between our Association and the United States Steel Corporation, present the following statement:

"The officers of the United States Steel Corporation, instead of resuming negotiations where they were suspended at the conference held on July 11, 12, 13, have withdrawn the propositions made at that time and are now offering much less than they agreed to sign for then. The following is the proposition which the United States Steel Corporation gave us today as its ultimatum:

"It will be observed that the preamble states simply that the United States Steel Corporation officials will advise settlement by the underlined companies:

"Preamble—Conditions under which we are willing to advise a settlement of the labor difficulties.

"Tin Plate Company should proceed under the contract signed with the Amalgamated Association as of July 1, 1901.

"American Steel Hoop Company—Company should sign the scale for all the mills owned by the American Steel Hoop Company that were signed for last year.

"American Sheet Steel Company—Company should sign the scale for all the mills of this company that were signed for the last year, except the Old Meadow mill and the Saltsburg mills."

"We desire to preface our proposition by directing attention to the fact that it is a modification of that which we offered originally. At the last conference as at those preceding it, we required the signature of the scales for all the mills owned and operated by the United States Steel Corporation, while, in the proposition given below, we ask that the scales be signed for none but those mills which are organized and where the men ceasing to work have signified their desire to be connected with the Amalgamated Association. This modification has been made because the trust officials declared that we wished to force men into the organization against their will and desire. We therefore asked that the scale be signed for only those men who desire it.

"Now come the proposition of the Amalgamated Association:

"We the members of Executive Board of the Amalgamated Association hereby present the following proposition as a reply to that received from the United States Steel Corporation:

"Sheet mills—All mills signed for last year, with the exception of Saltsburg and Scottdale, and with the addition of McKeesport and Wellsville.

"Hoop mills — All mills now known to be organized, viz: Youngstown, Girard, Greenville, Pomeroy, Warren, Lindsay and McCutcheon, Clark's bar mill, Monessen, Mingo, 12 inch, 9 inch and hoop mills of the Cleveland Rolling Mill Company.

"Tin mills — All mills except Monessen.

"Note — All other matters of detail to be left for settlement by conference.

"We furthermore wish to state that our purpose in coming to New York, was not because we doubted our President, T. J. Shaffer, and our Secretary, John Williams, who have our confidence and endorsement, but in the hope of obtaining a settlement of the strike."

The third conference having failed to bring about an adjustment, the Amalgamated determined to not only renew the struggle, but to enter upon a more vigorous campaign and accordingly issued the following call:

NATIONAL LODGE, AMALGAMATED ASSOCIATION OF IRON, STEEL AND TIN WORKERS
OF THE UNITED STATES.

PITTSBURGH, PA., August 6, 1901.

BRETHREN: — "The officials of the United States Steel Trust have refused to recognize as union men those who are now striking for the right to organize.

"The Executive Board has authorized me to issue a call upon all Amalgamated and other union men in heart and name to join in the movement to fight for labor's right. We must fight or give up forever our personal liberty.

"You will be told that you have signed contracts, but you never agreed to surrender those contracts to the United States Steel Company. Its officers claim that you were sold to them, just as the mills were, contracts and all.

"Remember before you agreed to this contract you took an obligation to the A. A. It now calls you to help in this hour of need.

"Unless the trouble is settled on or before Saturday, August 10, 1901, the mills will close when the last turn is made on that day.

"Brethren this is the call to preserve our organization. We trust you and need you. Come and help us, and may right come to a just cause.

Fraternally yours,

T. J. SHAFFER
President.

The strike had now been going on for thirty-five days, and instead of cultivating friendly relations the parties were evidently drifting further apart, thus making an amicable settlement more difficult than before.

In this connection and in order to a clearer understanding of the situation, I will state that the sheet mill workers at Saltsburg and Scott-dale disregarded the Amalgamated order to cease work, and continued to operate the plants as before the strike commenced and that soon after the conferences of July 11, 12 and 13, the Wellsville mill resumed operations in a limited way with non-union workmen. This policy of the trust to resume work with non-union men, independent of the A. A. and without signing a scale of prices was continued with varying success until the time of the New York conference when the manufacturers claimed

that certain sheet mills and the hoop mills in dispute were being successfully operated. This, however, was disputed by the strikers who declared that the men engaged to work in the mills, were unskilled, incompetent and of such character that the company would not employ them at other times and because of the inexperience of the so-called workmen the manufacturers were unable to operate a single establishment to their satisfaction.

While the Amalgamated Association was committed to mediation and conciliation in the settlement of differences with employers, it had not looked with favor upon arbitration as a means of adjusting the present difficulty.

All efforts to mediate or to conciliate matters had failed and as a last resort the friends of the A. A. presented and urged the subject of arbitration upon the attention of the Amalgamated officials, with the result that after full discussion the following letter was prepared:

NATIONAL LODGE, AMALGAMATED ASSOCIATION OF IRON, STEEL AND TIN WORKERS
OF THE UNITED STATES.

John Stevenson Esq.

PITTSBURG, PA., August 8, 1901.

DEAR SIR:—The undersigned, the Advisory Board of the Amalgamated Association of Iron, Steel and Tin Workers of the United States, desire to express our appreciation of your disinterested efforts to end the unpleasant controversy existing between the United States Steel Company and our Association.

In regard to the suggestion that our Association agree to arbitrate the matters involved in the controversy with that Company, we beg leave to say that, with a full realization of the great interests committed to our care and the general welfare of all, as well as our desire for industrial peace, we have agreed to accept your suggestion, and submit the following as a basis therefor:

The United States Steel Company and the Amalgamated Association agree to arbitrate all matters in dispute.

The Board of Arbitration shall consist of three persons: one selected by the Company and the Association respectively, and the third to be selected by the two persons named.

Upon the agreement of the United States Steel Company to the above, the Company and the Association shall, within three hours after being notified by you name the respective representatives to constitute the members of the Board of Arbitration.

The Board of Arbitration shall meet within twenty-four (24) hours at such place as shall be designated by you.

Both the United States Steel Company and the A. A. of I. S. & T.W., agree to faithfully abide by the decision of the arbitrators.

We would respectively suggest that the arbitrators meet in Philadelphia or Washington, D. C.

Very truly yours,

T. J. SHAFFER,
JOHN WILLIAMS,
B. I. DAVIS,
M. F. TIGHE,
Advisory Board.

The above letter was sent to Mr. Stevenson with the understanding that he was to submit the matter to the United States Steel Company at New York on the following day; but instead of going to New York, we were informed that Mr. Stevenson went to Chicago. We have no information as to whether the foregoing letter, or the offer of the Amalgamated Association to arbitrate was ever presented to the Company, but were informed by the Amalgamated officials that no reply had been received to their proposition.

For five weeks the Secretary of the Board had labored earnestly to promote a settlement of the trouble. During that time he was in close communication personally and by letter with others who were equally diligent in their efforts to secure an amicable adjustment, but without avail. Mediation, conciliation and arbitration had failed to harmonize the differences between the parties and apparently there was but little if any hope of a mutual agreement between them. In fact it had resolved itself into a question of endurance.

In order however that the general public might have a correct understanding as to the causes leading up to the strike, and in defense of the men in refusing to accept the terms offered by the United States Steel Company, President Shaffer issued the following which appeared in the public press:

"The causes leading to the general strike, or estrangement, between some constituent companies of the United States Steel Trust and the Amalgamated Association, are susceptible of division into two kinds, direct and indirect causes.

DIRECT CAUSES.

"We had adopted a policy of conservatism in adjusting wages, working hours, and the many grievances occurring daily in rolling mills, which was fast removing the prejudices of the employer of union labor, and disposing our people to regard the employer as a friend instead of considering him an implacable enemy who was to be thwarted in every advanced or improved method, and fought, or "struck" against, at every opportunity, when the United States Steel Company assumed control of union and non-union departments.

"Among the heads of departments in the consolidation were operators who were friendly and others who had for years cherished and were carrying out a plan to destroy the Amalgamated Association. Some of these were placed in charge of the men in union mills, and, although the scale has been signed for them, by keeping the men idle while non-union mills were operated, they succeeded in creating discontent, and the men, suffering for want of employment, were prevailed upon to violate their obligation to the union and go to work for less than scale rates, at the same time agreeing to sever connection with the Amalgamated Association and refrain from uniting with any labor organization. The intention to destroy the Association was so palpable that unusual efforts were made to organize other mills and thus defeat the plans of those who antagonized us. When we succeeded, the men who had joined us were discharged as speedily as discovery was made.

"This was corroborative of their purpose, and we realized that extreme measures must be adopted. We determined to placate our foes, and to do so asked for

no advance for these mills although the price of their products had risen and all our people in other plants received a substantial increase of wages. This offer was intended to obtain recognition of our conservatism, and aid our fellow workmen in non-union mills.

"Our proposition was rejected in such a manner as to convince us that nothing would be satisfactory but the annihilation of the sheet department, or branch of the Amalgamated Association. It was manifestly their plan to sign the scale each year for a reduced number of union mills, and, by keeping some of them idle, reduce the number still more, and finally extirpate unionism completely. Deeming instant death preferable to prolonged torture, we *struck*.

INDIRECT CAUSES.

"This is the immediate and direct cause, but the indirect causes are so closely identified with it as to be of almost equal importance.

1st. The men who are known to be members of our union are not permitted to work in non-union mills when out of employment, because the management fears they will organize the other workingmen. Last winter many of our people, whose mills were idle, applied to us for permission to secure work in those which were unorganized, but upon making application were turned away because, as we believe, the intention was to drive them into non-unionism and thus further weaken the Association. On the other hand, a non-union man is ostracised by our people, resulting in his failure oftentimes to secure work when seeking it in mills which are operated by the Amalgamated Association. This division of trade interests extends to social life, and is even the source of trouble in many of our churches. We protest against and oppose any system which is destructive, and prevents the growth of institutions which ameliorate the conditions of the workingman.

"2d. The diminution of union mills and the increase of non-union mills is certain to result in lower wages. This is not to be disproved. Many of the Eastern papers are misled, and consequently are creating erroneous impressions, when they publish that wages are not a part of the fight. Within the last few weeks advances have been given to the non-union mills, and still their rates are not now equal to ours. These advances are recent and will be temporary. In some plants where they were given since July 1st. the difference in our favor was not less than twenty per cent.; in others it is still as high as forty per cent. Before the trust was formed, at every conference meeting with many who are now officials of that body, but were then independent manufacturers, they always asked us to reduce wages, or refused to advance them, because, as they declared, the lower rates of the non-union mills rendered it impossible for them to compete with the employers of organized labor. Very often our scales were signed only when we agreed to make greater efforts at organization. Then, they insisted that we organize all the mills. Now, they declare we have no right to do so. Consequently it certainly is a matter of wages.

"3d. Working hours are either longer in non-union mills or more work is expected when the time is equal to ours. (a) Most of our members work eight hours, for a turn or a day's work, while the non-unionists put in from ten to twelve for the same amount of money, or even less. (b) By agreement with the operators our men make a stipulated tonnage in eight hours, while the unorganized employe who works the same number of hours is required, or expected, to produce a greater output or tonnage.

MILL CONDITIONS.

"Mill conditions are indirectly causative of our strike because they are usually more favorable in union works. A good workman needs good tools, adequate

materials, proper treatment from the local management, and compensation for all the work he performs. Unorganized men cannot obtain the recognition necessary to secure these articles and supplies, while union men have them as a result of agreement or scale stipulations. In most non-union plants there is considerable product for which the men are not paid. For illustration, if an order is presented, calling for stated dimensions, and a part of it is not up to the standard when finished, no payment is received by them, although often they are in no way to blame, the material being poor, or conditions unfavorable, but the commodity is marketable and returns full price to the company.

"I have given, as succinctly as possible, part of the causes which have closed the mills, placed thousands of men upon the streets, caused infinite trouble to the commerce of our country, and may bring suffering to many, but there are many not narrated. We consider ourselves justified in quietly leaving our employment, and requesting recognition of the claims we present, and believe public opinion will not condemn us. This article does not seek to inflame, but is truthfully and earnestly given with the hope that justice may be obtained and the men of the rolling mills be permitted to enjoy all the privileges and immunities vouchsafed by the laws of our country.

T. J. SHAFFER."

The Company was firm in its purpose to operate the mills and by means of injunctions, the number of workmen and the output of mills in operation were constantly increasing. All indications favored the Company. The officers of the trade unions throughout the country were opposed to violating or breaking contracts or agreements with employers and therefore did not favor a sympathetic strike. Public opinion and the daily press opposed the course of the Amalgamated Association in violating the agreement made with the American Tin Plate Company. In certain localities members of the Association were not only clamoring for a settlement of the trouble, but had deserted the union cause and joined the ranks of the non-union workmen, all of which combined to weaken the position of the A. A. and hasten the end of the strike. It was evident that the Amalgamated officials were prolonging a hopeless struggle and the longer a settlement was postponed the more disastrous would be the consequence to their organization. With these facts before them the members of the Executive Board gave full power to the National officers of the A. A. to settle the strike on the best terms obtainable.

Such was the general situation during the greater part of August and the early part of September. In the meantime the most prominent labor leaders of the country and other friends of the Amalgamated Association, including the Secretary of the Board, were untiring in their endeavors to reach an amicable solution of the controversy. Finally, with the assistance of influential intermediaries, a conference was arranged between the representatives of the United States Steel Corporation and the Amalgamated Association. The meeting was held in New York, September 14, and the following agreement made:

AMERICAN TIN PLATE.

First. Scale shall be the prices agreed upon at Cleveland, and found in Scale Book.

Second. This contract is between the A. A. and the A. T. P. Co., the latter being a distinct and separate company in itself.

Third. The company reserves the right to discharge any employe who shall, by interference, abuse or constraint, prevent another from peaceably following his vocation without reference to connection with labor organizations.

Fourth. Non-union mills shall be represented as such—no attempts made to organize, no charters granted; old charters retained by men if they desire.

Fifth. Individual agreements shall be made for mills of improved character, until they are developed, when scales shall be made to govern.

Sixth. Scale is signed for mills named below.

Elwood, Ind.,	Elwood City,	Laughlin,
Middletown, Ind.,	Falcon,	Gas City,
Anderson, Ind.,	Joliet,	New Castle, (2 mills).
Atlanta, Ind.,	Connellsville,	Muskegon,
Lisbon,	Johnstown,	Canal Dover.
Cannonsburg,	La Belle,	New Kensington, (2 mills)

Seventh. Agreed that the company shall not hold prejudice against employes by reason of their membership with the A. A.

Eighth. This agreement is to remain in force three years from July 1st, 1901, but terminable at 90 days' notice from either party on or after October 1st, 1902.

BRETHREN. — This last clause is to be voted upon by the Tin Lodges, and answer given immediately. If you agree to a three years scale with ninety days notification, vote Yes. If you prefer the yearly scale, vote No. Do this at once or the above will become law by default.

NOTE. — This agreement is only for the scale year ending June 30, 1902.

SHEET STEEL COMPANY.

Scale as printed is signed for mills of last year but Hyde Park and Canal Dover.

STEEL HOOP COMPANY.

Scale as printed signed for mills signed last year.

In commenting on the unfavorable results of the great strike, and the causes leading thereto, the *Amalgamated Journal*, the official organ of the Amalgamated Association of Iron, Steel and Tin Workers, makes the following statement:

"The settlement made with the representatives of the American tin plate, American sheet steel, and American steel hoop companies, terminates the general strike, and the result is a bitter disappointment to the officers and members of our organization, as well as the friends of the cause of organized labor all over the world.

"The causes that led up to this unsatisfactory settlement were the overwhelming odds that the association had to battle against, the daily press, public opinion, the advice of prominent labor leaders, and the withdrawal of credit by merchants.

The injunction issued by the federal courts; the degeneracy of the ex-members who happen to hold managing positions in the tin plate mills, becoming strike breakers and teachers of strike breakers, going among their former associates in unionism, tempting and seducing them from the standard of unionism by bribery and promises of permanent and steady employment; the unlimited use of money by the United States Steel Corporation and its evident willingness to spend millions to teach green labor to become experienced and skilled; its power to use all of the aforesaid agencies, show that the Amalgamated Association was left entirely to its own resources to battle with the greatest combination of capital the world has ever known, while the trust, with its immense money power to begin with, was aided by every agency the public could furnish it with. Thus it became evident that it was suicidal for the association to keep up a contest that would result in greater losses each week than it was prolonged.

"We engaged in the strike for unselfish purposes, namely, to gain union recognition for workmen, who had for many years been denied that right, and while we have failed in accomplishing the end in view and have suffered irretrievable losses in our righteous endeavor, the Association must be given the credit that it did what it could and failed because moral support was withheld from it by those whom it had counted as its friends.

The Amalgamated Association must be reconstructed along many lines to effectively meet the opposition of the United States Steel Corporation. The methods pursued in former years have proved entirely inadequate to meet the conditions that confront us to-day."

In concluding this report I desire to say that the officers of the Amalgamated Association advised and urged the men on strike to refrain from the use of intoxicants, do their utmost to preserve peace and order and in a general way conduct themselves in a dignified manner as becomes good citizens.

It is also worthy of mention, that under all circumstances from the beginning to the end of the struggle, the members of the Association were at all times regardful of the public welfare and we take pleasure in recording the fact that they endeavored to promote good order and were always found on the side of good citizenship.

As we have already indicated, the struggle involved the most extensive manufacturing interests and financial combination ever known and also involved an army of workmen. The strike extended over a period of ten weeks and five days, including Sundays and caused greater financial losses to employers and employed than any similar movement of which we have any knowledge.

THE ALMA PORTLAND CEMENT COMPANY.

WELLSTON.

On July 15 the Board received official notice that about fifty men employed by The Alma Portland Cement Company located at Wellston and who had previously worked twelve hours a day, were on strike for an eight hour work day, without reduction of pay.

The Secretary visited the locality and after consultation with the representatives of each side, brought both parties together in friendly conference, hoping thereby to reach an understanding between them and restore working relations.

Investigation disclosed the fact that about nine thirty a. m. on July 8, the employes presented to the Company the following request:

A PETITION.

GENTLEMEN:— We, the undersigned employes of The Alma Portland Cement Company, after careful consideration of the matter, have decided that it will be an *advantage to both the Company* and to us as *working men*, to work eight hours instead of twelve.

Therefore we respectfully petition you our employers, to *grant us an eight hour day*. Hoping that you can see your way clear to grant our request, we await an early reply.

Yours very respectfully,

F. B. HUNTLEY,	JOHN DASHER,
FRED SCHLOSSER,	JOHN HARKINS,
EARNEST JOHNSON,	HARRY GETTLES,
MAX STRONG,	WM. DOREN,
FRANK ELY,	ELMER MOYER,
F. W. WALBURN,	T. WILLIAMS,
LEWIS WILLIAMS,	WILLIS COURTNEY,
M. R. DYE,	WILL DONELL,
CHAS HOWARD,	WM. FELTZ,
P. H. NASHAN,	C. C. MARTINDELL,
B. J. GETTELS,	JOHN FELTON,
B. F. HAMER,	WM. SCHLOSSER,
JOHN SLATER,	BENTON MOORE,
ROBT. HUGHES,	E. B. HANNON,
J. F. WOODRUFF,	JOS. PHILLIPS,
DANIEL PETERSON,	HENRY STANLEY,
D. FREEMAN,	WALTER STIFFER.
M. L. KINCAID,	

The Company refused to grant the request for an eight hour work day, and the men ceased work at noon.

Such was the situation when the Secretary reached Wellston on July 17. The men claimed that in operating the works twelve hours a day, the Company was violating the law of the State which provided for an eight hour day. It was explained to them that the Board could not deal with such matters; that its jurisdiction was confined to controversies or differences "not involving questions which may be the subject of a suit or action in any court of the State."

It was then declared by the employes that the twelve hour day did not allow sufficient time for rest and deprived them of recreation and social enjoyment; that the wages paid them was not commensurate with the time and labor required by the Company; that the work was not only difficult and laborious, but it was unhealthy and tended to shorten

the lives of all who engaged in it; and therefore they felt justified in demanding that the time be reduced from twelve to eight hours per day.

The Company stated that the works had been operated on the same basis as other similar establishments and the men had ceased work without giving notice of their intention to do so; that a twelve hour day was an established rule in cement works and that if they were required to pay for eight hours work the same wages that their competitors paid for twelve hours work, they would be compelled to retire from business; that they only desired an equal chance in the market with competing firms and if other like establishments were placed on an eight hour basis, they would readily grant the request of their employes and unless they resumed operations under former conditions, the works would remain closed.

Repeated efforts were made to harmonize the differences between the parties but without avail and the trouble continued only a short time, when, according to the best information obtainable, the men disagreed among themselves and returned to work on the Company's terms.

HARNESS MAKERS.

COLUMBUS.

On Wednesday, July 17, the harness makers employed by J. H. and F. A. Sells, James W. Meek, Buckeye Saddlery Co., and the Columbus Harness and Carriage Co., all of which are located at Columbus, and who employ in the aggregate one hundred men, ceased work because of the refusal of the manufacturers to advance wages and to post the scale of wages in some conspicuous place in the several factories where it would be accessible to the employes at all times.

In answer to the inquiries of the Secretary of the Board for specific information as to the cause of the strike the representatives of the harness makers furnished him with the following statement which was also given to the general public:

To our Friends and the Public at Large.

We deem it our duty to correctly inform our friends of the nature of our demand on the different harness manufacturers of this city, and as we believe that every wage earner of our fair city will bear us out in our statement that every man who performs a certain task for you or I should know what he is to receive before his task is completed.

We have our doctors, lawyers and professional men of all classes, and you will not find one that does not have his regular rate for performing his services before it is begun. So it should be in the more humble positions of this life, that every man should know what his wage will be on pay night, but such is not always the fact. There is not a piece worker on leather goods in this city who knows what he is to receive for his labor until he opens his envelope. All we ask of our bosses is to post a price list in a conspicuous place about the shops.

The demand made of the J. H. and F. A. Sells Company was a 10 per cent increase on week hands, 10 per cent on light work and 20 to 30 per cent on heavy work.

In regard to the Buckeye Saddlery Company, the committee will state that there is no increase of wages asked for. The only difference or grievance between the Buckeye Saddlery Company and the harness makers is this: A demand has been made by the employes that the Company post, in a place convenient for the employes, a price list of all work, so that each man can see what he gets for his labor before starting on it. This demand has been refused and hence the strike.

The conditions at the Columbus Carriage and Harness Company are these: A price list was presented to said firm to be accepted and posted in said factory, so the employes could refer to it when taking out work, and know beforehand just how much they would receive for the work before completing it. There was no objection to the prices asked, and the firm said it was very fair. Its stand is on posting the price list.

The committee presented a bill to J. W. Meek & Co., for an increase of from 10 to 25 per cent on piece price, and 10 per cent increase for week work. We wanted the bill of prices placed in some place in the factory, where it would be accessible to the employe at all times. Heretofore the men in a great many instances could not find out when they took a job of work how much they were going to get for it. When they would receive their pay there would be nothing to indicate the price paid. What we want is to have the bill of prices displayed so that all may know what they are going to get.

The Buckeye Saddlery Company, the J. W. Meek Company and the Columbus Harness and Carriage Company were in favor of posting a price list in their respective factories until the different factories had a conference. At this conference it was decided to make the fight on the posting of a price list, more than on anything else.

Signed.

WALTER C GOSSAGE,
C. C. HUTCHINS,
JAMES M. LAREN,
W. H. WEHRMAN.
Press Committee.

It was also learned that a conference was held on July 20, between J. H. and F. A. Sells and the representatives of the workmen when a scale of wages and other details of the work were practically agreed upon and it was understood that operations would be resumed on Monday morning, July 22. The terms of settlement agreed upon by the committee was not acceptable to the union and the men declined to return to work. On Monday morning another conference was held which was attended by the Secretary of the Board. The manufacturers expressed a willingness to pay fair prices for all work performed and as far as practicable would inform harness makers what the pay would be for all classes of labor. In some cases, however, it would be exceedingly difficult to fix a price in advance owing to the frequent changes in the style or finish of the goods.

The employers objected to posting the scale of prices where it would be accessible to all persons going in and out of the shop whether interested in the establishment or not. As long as the Company and

employees understood each other it was not necessary to display the prices for the benefit of outsiders.

On the afternoon of the 22nd the Secretary attended a meeting of the harness makers' union and advised with them on the subject of their trouble and pointed out to them a method of procedure which was immediately followed by another conference between employers and employed and a friendly settlement covering wages and all matters of difference was agreed upon and work resumed the following day.

CHAINMAKERS' NATIONAL UNION.

On September 1st the newspapers reported a strike of the chain-makers employed by the Standard Chain Company and the Columbus Chain Company, both of which are located at Columbus.

Upon inquiry it was learned from the committee representing the Chainmakers' Union that the strike also extended to the works at St. Mary's, Zanesville and Cincinnati and affected about five hundred men; that the movement involved not only the chain works in Ohio, but all other like establishments throughout the country and was for the enforcement of the scale of prices adopted and authorized by their national organization; that heretofore there had been lack of uniformity as to prices paid by the different concerns and which gave advantage to the firms paying lower rates than their competitors; that in justice to manufacturers and workmen and in order that all be placed on an equal footing there should be a fixed uniform price for making chain with a view of establishing such uniformity the Chain Makers' National Union had adopted a scale which it desired the employers to accept and sign.

It was further stated that on account of the increased cost of food, clothing, rent and general household supplies, the workmen were entitled to a reasonable advance in wages, which was provided for in the proposed scale they had submitted to the manufacturers the latter part of August; that the manufacturers refused to entertain their proposition and not having received a favorable reply from them and as required by their national union they ceased work on September 1st and since that time there had been no negotiations between them and none were contemplated. While the committee was not authorized to act in the matter they expressed a willingness that the Secretary of the Board should endeavor to arrange a meeting of their executive committee with the representatives of the employers with a view of adjustment.

Upon consultation with the Columbus manufacturers we were informed that the scale demanded by the chain makers was considerably higher than the price paid at the Columbus shops which prior to the strike were paying higher rates than other establishments; that when the scale was presented by their workmen on August 27 they were notified that unless the document was signed by September 1st, the men

would cease work; the proposed demands by the men were unreasonable and beyond their ability to pay and therefore they declined to accept or sign the proposed scale and the men ceased operations.

They promptly yielded to the request of the Secretary for a conference with the executive committee of the chain makers union and agreed to attend such meeting at any time and place agreed upon.

With this encouragement from the manufacturers and workmen of Columbus, the Secretary wired the President of the Chainmakers' Union at Trenton, New Jersey as follows:

"Will the executive committee of your National Union attend conference with chain manufacturers with a view of settlement?" To which the reply was made "we have nothing to arbitrate. If manufacturers will sign scale strike will be declared off."

In answer to this another telegram was sent to the National President informing him that:

"We have arranged with chain manufacturers for friendly conference with your executive committee with a view of settlement and hope you will agree to meet them."

Fearing that our telegraphic messages were not sufficiently explicit and that the purpose of the Board in endeavoring to arrange a friendly meeting between the parties was not fully understood the following communication was sent to the headquarters of the union:

COLUMBUS, OHIO, September 18, 1901.

Mr. Jacob W. Bastian, 831 North Southard St., Trenton, N. J.

DEAR SIR:—Fearing that you do not fully understand the purpose of my telegraphic communication sent you yesterday evening and again this afternoon, I desire to make the following explanation:

As you are probably aware we have in Ohio a number of chain works all of which are or may soon become idle by reason of the present strike of chainmakers for advanced wages.

I am informed that the strike is national in its character and it would seem to me that a meeting of the representatives of your National organization with the representatives of the chain manufacturers would be quite necessary to an amicable settlement of the trouble.

I have therefore taken the liberty of arranging with the manufacturers for a friendly conference with your executive committee, believing as I do, that such a meeting will promote a settlement satisfactory to all concerned.

It is not my purpose, neither do I ask either your organization or the manufacturers to arbitrate their differences. My desire only being for a friendly conference between the representatives of both sides, believing such a meeting will lead to a friendly adjustment.

I therefore hope you will agree to such meeting, which I suggest should be held as soon as possible and at such place as may be agreeable to all concerned.

Very respectfully yours,

JOSEPH BISHOP,
Secretary.

In response to the foregoing letter, President Bastian notified us that his executive committee would meet the manufacturers, and accordingly the Secretary of the Board arranged for a conference, to be held at the Monongahela House, Pittsburgh, on Monday, September 25.

The meeting between the manufacturers and the representatives of the union was held at the appointed time and place, but on account of sudden death in the family of the Secretary he was not permitted to be present.

The conference extended over a period of three days; the parties discussed all matters of difference between them, and finally the representatives of the union agreed to the following proposition submitted by the manufacturers:

To pay five cents (5 cts.), on the dollar advance over prices paid August 30, 1901, at each factory on all chain, except straight link off the rod, on which Lebanon prices are to be paid. Wheel and Block chain to be raised even with Dredge on all sizes from $\frac{1}{4}$ inch to 2 inches inclusive.

No change in wages shall be made except on ninety (90) days written notice from either manufacturers or workmen. After such notice work shall continue uninterruptedly until the ninety days notice shall have expired. This proposition of ninety days shall take effect January 1, 1902.

All rules and regulations concerning apprentices shall be left to each shop to decide upon.

This proposition includes all plants owned and operated by the Standard Chain Company.

The above terms were not at first agreeable to or accepted by the workmen in all establishments; in certain localities the men returned to work at once; while at other places they were disposed to continue the strike. Within a few days, however, the men in all shops resumed work on the terms agreed upon at the Pittsburgh conference and the strike was at an end.

OHIO AUTOMOBILE COMPANY.

WARREN.

On October 15th the probate judge of Trumbull County notified the Board of a strike at the works of the Ohio Automobile Company located at Warren.

The Secretary visited the locality and ascertained that about seventy-five machinists were on strike for the reinstatement of four discharged union men.

The Company allege that it was their dull season and work being slack, they were unable to provide employment for all the men; that they were not hostile to labor unions, and made no distinction between union or non-union workmen either in employing or laying them off.

The men declared that the Company was not only opposed to the machinists organization, but had in various ways shown their hostility to organized labor; that the management discriminated against the union workmen and in favor of the non-union men, as was manifest by the recent discharge of four union machinists; that the discharged men were competent and skillful in their line of work, they had not violated the rules of the shop or the Company and were discharged for no other cause than that they belonged to the union; that the machinists union felt justified in resisting such discrimination and protecting their fellow workmen against such injustice on the part of the Company, and therefore demanded the reinstatement of the four discharged union machinists.

During the progress of the conference with the parties, the Secretary learned that the Company and a committee representing the striking machinists were at that time endeavoring to reach a friendly settlement.

Believing that amicable arrangements between the persons directly involved in the controversy are more desirable and satisfactory than adjustments brought about by the State Board, or by other disinterested parties, the Secretary, for the time being, suspended further efforts to settle the difficulty. He urged the men and the Company to continue their friendly negotiations and assured them that if they were unable to agree, he would return to Warren and renew his endeavors to adjust their differences.

It was not long, however, until a settlement was reached that was entirely satisfactory to all concerned.

BROWN MANUFACTURING COMPANY.

ZANESVILLE.

Having been informed by the public press of a strike at the works of the Brown Manufacturing Company, located at Zanesville, the Secretary visited the locality and held a conference with the Company on November 25, and on the same date he also met with the Executive Committee representing the men.

It was learned from the Company that when the strike commenced about the middle of October, it employed 325 hands, and with few exceptions they were satisfied with their pay and work; that within the last few months the leaders of the several departments had formed labor unions and by threats and other means had induced a large majority of the men to unite with such organizations; that the Company had no objection to labor unions as such; it conceded to the employes the right to join such societies as they may desire, so long as they do not trespass on the rights of the employers or interfere with the management of the business; that soon after the unions were instituted certain employes created discontent among the men in the various departments

which finally manifested itself in a demand by committees representing the several unions for an advance in wages; that while the Company received the members of these committees courteously and listened to their complaints, it declined to deal with them in their official capacity and proceeded to adjust the wages with the individual employes and to the satisfaction of nearly all hands in the painting and blacksmith departments; that the men in other departments refused to make individual arrangements with the Company and those who had made such terms, ignored the same and the several unions demanded that in fixing a scale of wages the Company must deal with the committees representing the several organizations, and not with the individual employes as heretofore; that for twenty-five years or more the Company had dealt with individual workmen, it had always treated them fairly and paid the highest wages and would continue to do so; that the relations between the men and the management in the past had always been satisfactory and as there was no good reason why the Company should change its policy, it declined to deal with the union committees in fixing the wages of individual workmen; that during the past few months the Company had twice advanced the pay of its employes and at the time the strike was inaugurated, the standard of wages throughout the works was higher than ever before in the history of the concern; that the differences between the Company and the men as to the method of adjusting wages, the refusal of union men to handle the product of non-union labor and the general discontent caused by the constant agitation of the labor leaders, resulted in a strike on October 16, of forty-five woodworkers. Two days later twenty-eight painters ceased work and on October 21, the strikers were joined by twenty-four blacksmiths and ninety-eight metal mechanics; that while one hundred and ninety-five employes ceased work, one hundred and thirty other workmen refused to join in the movement, and continued at work. The Company make the further statement that since the strike commenced thirty-five strikers have returned to their former situations and one hundred and twenty new men have been engaged, so that at the time of our visit, about two hundred and eighty-five hands were working, the general situation satisfactory and the establishment was being successfully operated. A few more men would be employed and if the old hands made application they should have the places; but the Company would not reinstate the strikers, neither would they recognize or deal with them through the officers or committees of their unions and had so informed their local and national officers.

During this interview the general manager informed the Secretary of the Board that Mr. Mulholland, International President of the Allied Metal Mechanics, had on November 21, forwarded to the Company a communication saying:

"The Allied Metal Mechanics who are affiliated with our International Association have referred their grievance to the International for adjustment. The International has taken the matter up and hereafter all negotiations with a view of settlement, will be conducted along International lines and local conditions will now have no bearing on the subject....."

"I have given this matter considerable attention and have come to the conclusion that the interest of both parties demand that a settlement satisfactory and advantageous to all parties concerned. With this end in view I desire to say that we will be pleased to meet you and discuss this matter from every standpoint."

Mr. Mulholland then submitted the following as a basis of settlement:

PROPOSITION.

"That the Company reinstate all its former employes without discrimination to their former positions; and that they unionize their shop so that they be entitled to use the union label; said labels to be furnished your Company in such quantities as you will require, free of cost; the wages of employes to be adjusted; the adjustment in each department to be done by all jobs being tested by the foreman and shop committee, the time kept of the time required to perform the work, whether by piece work or by day work and the wages set according, but in no case shall wages be raised more than 10 per cent (10%) above the rate now prevailing....."

"If we can come to an agreement the strike will be declared off, and do all in our power to make this fact generally known and will advertise your goods as union made in all the labor papers throughout the country, and recommend them to our friends and sympathizers."

To the proposition of Mr. Mulholland the Company made reply as follows:

ZANESVILLE, OHIO, November 21, 1901.

John Mulholland, President, Zanesville, Ohio.

DEAR SIR:—Your communication of the 19th inst., addressed to me as manager, has been considered, and I am instructed by the Company to say that for the reasons heretofore made known to the men and also to the representatives of the different trade organizations, it respectfully declines to adopt the suggestions made by you.

Yours truly,

BROWN MANUFACTURING Co.,
U. H. BROWN, *Gen'l Mngr and Treas.*

To the foregoing letter of Mr. Brown, Mr. Mulholland made another proposition, which is herewith appended:

TOLEDO, OHIO, November 26, 1901.

Mr. U. H. Brown, Zanesville, Ohio.

DEAR SIR:—Your communication of November 21, reached me in Columbus, and in reply I wish to say that it is to be regretted that your Company did not see its way clear to adopt the suggestions made by me in order to settle the controversy between organized labor and your Company, and I cannot but think that if your Company realized the full scope and meaning of that proposition, it would not hesitate to adopt the suggestions therein made. I am now speaking from the standpoint of a man, having an eye singly to the welfare and success of employer and employe. However, if this proposition is not acceptable to you, I will make you

another one, and if accepted by your Company, the controversy will be at an end. My proposition is this: That the Brown Manufacturing Company reinstate all of the men now on strike to their former positions without discrimination; that the wages be readjusted, but in no case are the wages to be increased more than ten per cent (10%) from the wages prevailing on the day of the strike. If this is agreed to, we will return our men at once, and peace, harmony and good will will once more prevail.

Yours very truly,

JOHN MULLHOLLAND,
International President.

P. S.—When you take into consideration the prevailing rate of wages in your plant to journeymen is from \$7 to \$8.00 per week, you can readily see that ten per cent increase could easily be paid by your Company according to the dividends they have been declaring, and in the name of just dealing this raise should be granted."

After the interview with the Company the Secretary called on the committee representing the Carriage and Wagon Makers' Union, Brotherhood of Painters and Decorators, Brotherhood of Blacksmiths and the Allied Metal Mechanics, all of which were involved in the strike.

They declared that for many years it had been the policy or rule of the Brown Manufacturing Company to deal with employees as individuals and to make an annual reduction in the wages of its workmen and to annually increase the salary of its officers until said officers were receiving exorbitant pay and many of the men were working for starvation wages; that in certain cases the total reductions reached fifty per cent. or more and that notwithstanding the improvement in general business, the advance in market prices of the products of the Company and the increased cost of living, the firm not only refused to grant the workmen reasonable compensation and declined to listen to their protests against further reductions, but by new machinery and new methods had largely increased the labor of employees and required them to work overtime without extra pay; that finding the Company would not heed their appeals for better wages, and their condition growing worse year by year and believing their only redress was by united action, the men resolved to form local unions and affiliate with the national and international organizations representing their trades; that the officers of the firm had intimidated the men and in various ways manifested their hostility to organized labor and endeavored to prejudice them against such organizations and since the formation of these societies had made repeated efforts to persuade the workmen to withdraw from and disrupt the unions. The committee also stated that prior to and since the beginning of the strike, the local, district, national and international officers of the several unions had made frequent appeals to the Company for an amicable settlement of the wage question, the recognition of union committees and the reinstatement of the old hands and this being refused by the managers, caused a strike of almost three hundred employees.

In response to a request for more specific information as to the demands of the men, the committee placed the following documents in our hands:

ZANESVILLE, OHIO; August 29, 1901.

U. S. Brown, Supt. Brown Manufacturing Co.

SIR:—We, the committee appointed by the International Association of Allied Metal Mechanics of Zanesville Lodge No. 84, to make a scale of wages for the year commencing September 1, 1901 and ending September 1, 1902, in behalf of said Association, consisting of Blacksmith helpers, Machine shop men, and of all Drill press men, Benchmen, Roustabouts in general, Grinding room men, Cellar men, Blacksmith roustabouts, Shearmen, Punchmen and all persons concerned with the foregoing works; do most respectfully ask you that you advance the wages of each employe of your factory belonging to said Association fifteen per cent (15%) on their present wages for both day and piece work and that ten hours shall constitute a day's work.

We further ask that all extra time over and above ten hours per day be regarded as time and one-half and Sabbath day work shall be regarded as time and one-half.

Respectfully submitted,

C. H. MILLER, *Chairman*,
HERBERT BELL,
MASON STANNIES,
JOEL W. HARLAN.

Committee.

Second proposition presented by the Allied Metal Mechanics:

ZANESVILLE, OHIO, October 15, 1901.

1st. All piece work now discounted or cut to be advanced to straight or list price.

2d. All piece work at straight or list price to be advanced fifteen per cent (15%).

3d. All day work not raised after July 1st, to be advanced ten per cent (10%).

4th. All day work raised after July 1st (or second time), to be advanced five per cent (5%).

This not to include day work price of piece workers or those having already declared themselves satisfied with their present wages.

Request submitted by Brotherhood of Blacksmiths:

INTERNATIONAL BROTHERHOOD OF BLACKSMITHS.

LOCAL No. 154, ZANESVILLE, OHIO.

To Brown Manufacturing Co., City.

GENTLEMEN:—We, the undersigned, forming the Executive Committee of the International Brotherhood of Blacksmiths of Zanesville, Ohio, and of Local Union No. 154, after mature thought and due deliberation on the part of the members of said unions, in a meeting assembled, have been requested to treat with your Company on a matter of vital importance both to employe and employer.

We deem it but just and right that you hear our claim and we earnestly believe that you will, since we recognize and believe that your Company appreci-

ates honest labor faithfully performed and being firm in our convictions that the members of Local Union No. 154 have been true to their employer and have honestly toiled for the betterment of your institution and believing that an honest effort on the part of the employes never goes unnoticed by vigilant employers, therefore we deem it our duty and we believe it will be your pleasure to treat with us. Since your Company has merited good service in return for favors betowed, we earnestly believe that if this request is granted, that your Company will be the recipient of much better and more efficient service. In view of this fact and with this object in view, we regard it but prudent to submit the following resolutions for your careful consideration and we sincerely hope that the same will be approved.

RESOLUTION.

WHEREAS: We the members of Local Union No. 154 of the International Brotherhood of Blacksmiths of Zanesville, Ohio, believe in reciprocity, and

WHEREAS: We think that we have fully done our whole duty to our employers, aiding and assisting in every conceivable manner to better their conditions and to render honest service, therefore be it

Resolved in meeting, That we instruct our Executive Committee to request our employers to increase the wages of all piece and day workers, members of our Union as aforesaid, taking effect July 1, 1901, being and remaining in effect during the fiscal year ending July 1, 1902, to fifteen per cent (15%) over and above what they are now respectively receiving.

Done this 20th day of June, 1901.

MILTON FISCHER, *President.*

CHARLES BURTSCH, *Vice Pres.*

WILLIAM J. SOMMERS, *Cor. Sec'y.*

JOHN H. LAMPTON, *Lay Member.*

WM. H. GREGGS, *Lay Member.*

The statement issued on November 20, by the officers of several local unions involved in the controversy with the Brown Manufacturing Company, is herewith appended:

To all Organized Labor.

The Carriage and Wagon Workers' International Union No. 76 of Zanesville, Ohio, did ask the Brown Manufacturing Company of this city, (manufacturers of wagons and cultivators) for a fifteen per cent (15%) increase in wages, and after waiting on the Company for three months, the said Brown Manufacturing Company refused to settle with their respective committees, but wanted to deal individually with the men. At the same time the Allied Metal Mechanics No. 84, were endeavoring to come to some terms with said Company. The Company had previous to this time settled with the Brotherhood of Painters, Decorators and Paper Hangers of America, No. 345, and the International Brotherhood of Blacksmiths No. 154. When the committee of Carriage and Wagon Workers and Allied Metal Mechanics gave the Company a certain time to settle, the Company claimed they had never settled with committees and would not settle with any committee. The Carriage and Wagon Workers were then ordered by their International to come out on strike. They then came out on October 17, and on the morning of the 18th, the Painters were forced out, and on the 21st the Blacksmiths and Metal Mechanics were treated the same way by compelling them to handle unfair work.

The men expressed a desire for amicable relations with their employers and were willing to accept the services of the Board so far as may

be required to bring about a friendly meeting with the Company. They were ready, through their representatives, to negotiate a settlement on fair lines but they would not deal with the Company as individuals. They declared they were contending for a fundamental principle and would continue the strike until the management would acknowledge the right of its employees to organization and representation.

While in conference with the Company we urged the importance of a friendly meeting with the officers or committees representing the men and endeavored to persuade the managers to accede to such negotiations, but without success.

On the following morning the Secretary of the Board renewed the request for a conference between the representatives of the employees and the Company which was again declined by the managers who said "there was nothing to arbitrate," and who declared their purpose to deal with their workmen as individuals, and under no circumstances would they recognize or negotiate with committees of labor unions.

Such was the situation when the Secretary of the Board first met the parties to this controversy on November 25. In this connection I desire to say that the delay in visiting Zanesville was unavoidable on account of serious personal injury to the Secretary and death in his family.

As will be seen each side had taken a stand in direct opposition to the other. While the men desired to negotiate a friendly settlement through their official representatives, the Company refused to enter into such negotiations. Neither party desired nor was willing to accept arbitration, and being determined to maintain the position they had taken there was no opportunity for the Board to compose their differences.

C. W. STINE POTTERY COMPANY.

WHITE COTTAGE.

Further disagreement arose in the operation of the C. W. Stine Pottery works at White Cottage in Muskingum County, in October, 1901, but as it came to the knowledge of the Board that less than twenty-five persons were employed by the Company, and no legal application for arbitration could be made to the Board, and as the Board was consequently without jurisdiction to consider the differences alleged to exist between the Company and its workmen, no final action was taken looking to a settlement of the difficulty.

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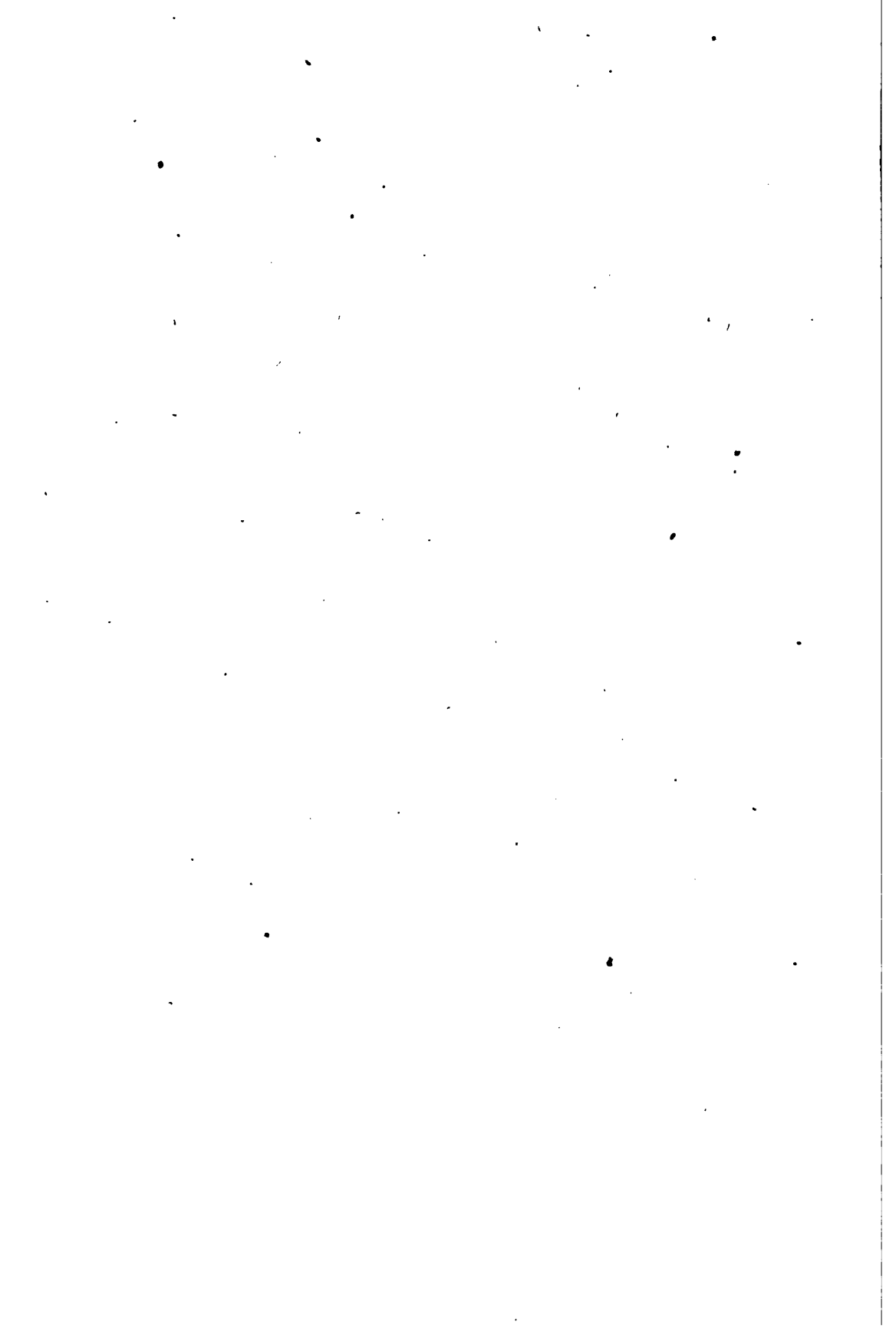
OHIO STATE BOARD OF ARBITRATION

TENTH ANNUAL REPORT

TO THE GOVERNOR OF
THE STATE OF OHIO



YEAR ENDING DECEMBER 31, 1902.



TENTH ANNUAL REPORT

OF THE

OHIO STATE

BOARD OF ARBITRATION

TO THE

Governor of the State of Ohio

FOR THE

YEAR ENDING DECEMBER 31, 1902.



Springfield, Ohio:
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1904.

STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,
COLUMBUS, April 15, 1903.

TO THE STATE BOARD OF ARBITRATION.

GENTLEMEN:—I have the honor to place before you a report of the most important cases which have come to the knowledge of the board during the year 1902.

Very respectfully,

JOS. BISHOP, *Secretary*.

GENERAL REMARKS.

In submitting to you my report for the year 1902, I desire to say that I have reported only a few of the most important cases that were brought to our notice, and which will serve to explain the methods usually employed by the Board in dealing with matters of difference between employers and their workmen:

Other cases of importance came to our knowledge besides many minor controversies, all of which yielded to conciliatory methods and were adjusted without serious loss. In nearly all such cases, however, the Secretary was in personal communication with the parties, endeavoring to remove the difficulties in the way of adjustment, encouraging fairness on the part of all concerned, and as far as possible promoting friendship and good will between employers and employees.

On February 20th, Reese G. Richards, a member of the Board, tendered his resignation, having previously been elected to the Common Pleas bench. The vacancy caused by the resignation of Mr. Richards was filled on May 10th, when the Governor appointed George W. Crouse, of Akron, to serve the unexpired term.

I regret the necessity for again calling your attention to the failure or neglect of probate judges and mayors to notify the State Board "that a strike or lockout is seriously threatened, or has actually occurred, in his vicinity."

It was evidently the purpose of the law, that the Board should receive prompt and official information of threatened strikes in order that it may endeavor to promote an understanding between the parties before working relations are disturbed. The failure of mayors and probate judges to notify the Board of threatened or existing strikes or lockouts, renders it impossible for the members to act as contemplated by the statute, and thus differences are not only allowed to interrupt friendly relations between employers and workmen, but sometimes they become prolonged struggles which might have been avoided, or amicably adjusted, if the Board had been given opportunity to exercise its good offices during the earlier stages of the controversy.

In previous annual reports, I have called your attention to the most frequent cause of strikes and lockouts, namely:

"Sudden changes in wages, or the conditions of work demanded by employers or employees, and the refusal of certain employers to

recognize labor unions, or deal with the officers, committees or other authorized representatives of their workmen in the adjustment of differences." The damaging results attending such movements are clearly demonstrated in the experience of the Board during the ten years of its existence.

Employers or workmen desiring any change in wages, hours of labor, or other conditions, should give ample notice of the proposed change and thus allow time for thought and consultation; and pending such notice, the representatives of both sides should meet together, look into each others faces, reason together, and endeavor to understand what is reasonable and just with regard to their differences.

Workmen cannot justify their action in ignoring an agreement with employers, whether written or verbal. Such agreements involve the honor and good faith of employes and should be faithfully performed. Neither can employers reasonably refuse to recognize and deal with the representatives of their workmen, whether organized or unorganized, or, declare "there is nothing to arbitrate."

I invite your attention to that feature of the law providing for a "local board of arbitration and conciliation." While the statute provides for such local arbitrators, there is no provision for their compensation, unless "such payment is approved in writing by the City Council or the administrative board of such city or board of County Commissioners of such county" in which the controversy or difference to be arbitrated exists. The following is the law on the subject.

SECTION 12.—Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitration exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three-dollars for each day of actual service, not exceeding ten days for any one arbitration.

I am reliably informed that in localities when local boards of arbitration have been organized on our advice, and where valuable service was rendered, both the city council and county commissioners refused payment for such service.

In other cases where the parties had agreed to submit their differences to a local board of arbitration, we were unable to secure the services of local arbitrators for the reason that their pay was not assured, I, therefore, suggest that Section 12 of the arbitration law be amended to read as follows:

"Each of such local arbitrators shall receive from the treasury of the county in which the controversy or difference exists the sum of three dollars for each day of actual service and his necessary traveling

and other expenses, and the State Board shall certify the amount due each of such local arbitrators to the auditor of the county who shall issue his warrant upon the treasurer of the county for the said amount."

I submit these matters for your consideration and suggest that you recommend such changes in the law as will remove the difficulties in the way of the more effective work of the Board.

The cost of maintaining the Board during the year of 1902 was \$2,982.33.

COLUMBUS, OHIO, April, 15, 1903.

HON. GEORGE K. NASH, *Governor of Ohio.*

SIR:—We have the honor to submit the report made to our Board by its Secretary for the year 1902.

We have adopted his recommendation as to legislation and herewith submit the report to you as a comprehensive statement showing the work of the Board during the past year.

We improve this opportunity to thank you for the valuable assistance and wise counsel we have received at your hands.

Respectfully submitted,

SELWYN N. OWEN,

CHARLES FOSTER,

JOSEPH BISHOP,

State Board of Arbitration.

PLASTERERS' LOCAL UNION, No. 49.

COLUMBUS.

On February 1, 1902, the plasterers of Columbus, about ninety in number, all of whom were members of Local Union No. 49, Operative Plasterers' International Association, gave notice to the contractors for an advance from 40 to 45 cents an hour, to take effect on April 1st, and to continue in operation until April 1, 1903. No answer to this demand was received from the contractors until Saturday, March 29th, one day before the expiration of the old agreement, when they declined to pay the increased scale of wages and notified the plasterers not to return to work on Monday, March 31st. This action of the contractors in suspending operations before the expiration of the scale prevailing during the past year, was construed by the men as a lockout and they governed themselves accordingly.

The Board was informed that in addition to those who were members of the Contractors' Protective Association, there were other contractors, sixteen in number, who were operating independent of the organized movement, and were employing and paying the 45-cent rate to about twenty union plasterers, and that the contractors' organization was endeavoring to persuade the material men or firms not to furnish supplies to any person or persons not members of their association.

Neither side made any overtures looking to a settlement until Saturday, April 12th, when the contractors requested a meeting with the plasterers. The representatives of the two organizations met on the above date, but were unable to settle their differences. In fact, the conditions under which the meeting was held rendered an adjustment impossible for the reason that prior to the conference, the committee representing the contractors had received iron-clad instructions to firmly maintain the former rate of 40 cents per hour, and the plasterers' committee was under like instructions to demand a new scale of 45 cents an hour. Neither employers nor employees were permitted to submit or to consider any compromise offer, and in consequence the conference adjourned, not only without settlement, but also without date.

On Monday, April 14th, the Board put itself in communication with the parties, and on the following day, the contractors submitted to the plasterers two propositions, as follows:

First—To grant an increase from 40 to 42½ cents an hour, the same to continue until April 1st, 1903.

"Second—To pay 40 cents an hour until July 1st, 1902, and 45 cents an hour from that date until April 1st, 1903."

The above was presented to a meeting of the Plasterers' Union held on Tuesday, April 15th, and rejected, and the following counter proposition submitted to the contractors.

"42½ cents an hour until July 1st, 1902, and 45 cents an hour from that time until April 1st, 1903."

The above compromise offered by the men was accepted by the Contractors' Association, and the plasterers resumed work on Wednesday morning, April 16th, the lockout having continued fourteen days.

JOURNEYMEN BRICKLAYERS' PROTECTIVE AND BENEFICIAL ASSOCIATION, No. 21.

COLUMBUS.

On Tuesday morning, March 11th, the Board was informed of a strike of bricklayers employed by the several contractors in the city of Columbus. Upon inquiry, it was learned that on January 6th, the representatives of Bricklayers' Union No. 21, gave verbal notice to the contractors that the scale of wages for the year beginning April 1, 1902, would be a minimum rate of fifty (50) cents per hour.

In the meantime, the brick contractors of the city, about thirty in number, organized the Brick Contractors' Protective Association, to which was submitted the offer of the Bricklayers' Union for a minimum rate of fifty (50) cents per hour, with the result that the following communication was sent by the contractors to the Bricklayers' Union:

COLUMBUS, OHIO, March 1st, 1902.

BRICKLAYERS' UNION No. 21.

GENTLEMEN:—At a meeting of the Brick Contractors' Association held February 25th, I was instructed to notify you that your proposition of fifty (50) cents per hour for the coming season, is hereby accepted. The association has also adopted a resolution whereby fifty (50) cents per hour will be the maximum wage paid to bricklayers the coming season. This is done in order to establish a uniform price which will be more agreeable to all concerned. This will go into effect at once.

Yours respectfully,

Signed by

B. SELIGER, *Secretary*.

W. WATSON,
J. B. ISABEL,
S. J. ISABEL,
BLAIR,
KUNTZ,
PAT CULL,

WILLIAMS,
WAGNER,
GETRUE,
COCHRAN,
McGRATH,
J. HAGGERTY,

MULBY,
BAKER,
ED SNYDER,
STREET,

GEREN,
CHAS. SCHNEIDER,
PAT SCHNEIDER,
FORNOFF.

Investigation developed the fact that fifty (50) cents per hour had been paid to the bricklayers for several years, and that in a number of cases where the more skillful work was required, or, by reason of the press of business or other necessities contractors were in need of extra men, they would, by the payment of a higher rate, induce bricklayers to leave other employers. We are informed that under such circumstances during the past year, contractors have paid wages varying from 50 to 65 cents per hour.

The resolution referred to in the foregoing communication from the contractors, declaring that "fifty (50) cents per hour will be the maximum wage paid to bricklayers the coming season," was regarded by the bricklayers as a determination on the part of the contractors to reduce the wages of all workmen who had previously received the higher rates, to the minimum wage of fifty (50) cents per hour; this action on the part of the contractors was also objectionable to the bricklayers for the reason that it was to "go into effect at once," and was, therefore, rejected by the bricklayers' organization, as will be shown by the following communication:

JOURNEYMEN BRICKLAYERS' PROTECTIVE AND BENEFICIAL
ASSOCIATION No. 21.

COLUMBUS, OHIO, March 11th, 1902.

BRICK CONTRACTORS' ASSOCIATION, *Columbus, Ohio*:

DEAR SIRS:—Your communication under date of March 1st was received and presented to Bricklayers' Union No. 21, of Columbus, and at the last meeting I was instructed to notify your honorable body that the union has reconsidered the wages set at the beginning of the year and placed them at fifty-five (55) cents per hour for 1902, (minimum) to take effect at once.

I am also instructed to inform you that the Ferris Mortar Works has been placed on the fair list.

Yours respectfully,

GEO. F. PICKEL, *Cor. Secy.*

As a result of the above correspondence, about two hundred bricklayers ceased work on Tuesday, March 11th, thereby causing idleness of hundreds of other workmen employed in the building trade, and no further communication passed between them until the following day, when the Secretary of the Board attended a meeting of the contractors, explained to them the requirements of the law, the duties and powers of the Board, and urged them to select a committee to

confer with a like committee from the Bricklayers' Union with a view of adjustment by mediation, conciliation, or by arbitration. Your Secretary also met with representatives of the bricklayers, and informed them as to the duties of the Board in the premises. Both parties promptly yielded to our request for a friendly conference which was held at the rooms of the Board on Friday, March 14th. The meeting was noted for the friendly interest each manifested toward the other, and on the advice of the Board, it was agreed between them that the contractors would eliminate the word "maximum" from their letter of March 1st, and the bricklayers would reconsider their demand for a minimum rate of fifty-five (55) cents per hour. Had the representatives been authorized at that time to settle the differences between them, there can be no doubt that a satisfactory settlement would then have been reached. Unfortunately, however, they were not empowered to negotiate a final adjustment, each side being required to report to their respective organization.

A meeting of the Bricklayers' Union was held on Monday, March 17th, which was attended by the Secretary of the Board. He reported the proceedings of the conference at the rooms of the Board on the 14th and endeavored to persuade the men to accept the terms agreed upon by their representatives and the contractors' committee, viz.: That the contractors would withdraw the word "maximum," and the bricklayers would reconsider their demand for a minimum rate of fifty-five (55) cents. These being the only points of difference between the parties, and the representatives of both sides having mutually agreed to make the concessions above indicated, there was no good reason why a prompt and satisfactory settlement should not be made.

This meeting was also attended by a committee representing the Contractors' Association, which formally announced that the contractors had withdrawn the word "maximum" and were ready to settle on the terms agreed upon by the representatives of both sides at the rooms of the Board on the 14th inst.

During the progress of the meeting, the declaration was frequently made that the contractors had not withdrawn the word "maximum," and further that "they were under bonds not to pay more than fifty (50) cents per hour." After a protracted session, the bricklayers confirmed the action of their previous meeting, fixing the wages for 1902 at fifty-five (55) cents per hour, minimum rate.

The following day, the Secretary attended a meeting of the Contractors' Association and explained to them that the bricklayers were not yet convinced that the word "maximum" had been withdrawn, and also that they asserted that "the contractors were under bonds not to pay more than fifty (50) cents per hour." These matters seemed to stand in the way of settlement, and as the contractors declared the

claims of the bricklayers were without foundation, the Secretary requested an official statement setting forth the facts in the case.

Accordingly, on the morning of March 19th, the following communication was handed to the Board:

THE BUILDERS' AND TRADERS' EXCHANGE.

COLUMBUS, OHIO, March 19th, 1902.

TO THE STATE BOARD OF ARBITRATION, *Columbus, Ohio*:

GENTLEMEN:—We are informed that the bricklayers are under the impression that the contractors have not yet eliminated the word "maximum," and that we are under bonds not to pay more than fifty (50) cents per hour. In order that your board, and also the bricklayers, may fully understand the contractors with reference to these questions, we desire to say that we have withdrawn the word "maximum," and that no member of our association is under bond not to pay more than fifty (50) cents per hour.

WILLIAM WATSON, *President*.

B. A. SELIGER, *Secretary*.

The above communication was presented to a meeting of the Bricklayers' Union on the afternoon of March 20th, but was not acceptable to the men, who still insisted on the fifty-five cent minimum rate, whereupon the contractors submitted to the union the following proposition to submit their differences to arbitration:

COLUMBUS, OHIO, March 20th, 1902.

TO THE BRICKLAYERS' UNION No. 21, *Columbus, Ohio*:

GENTLEMEN:—In order that the differences existing between the bricklayers and contractors of this city may be removed and work resumed as soon as possible, we now make the proposition that those differences be submitted for decision to a local board of arbitration to consist of three members, one to be selected by you, one by the contractors, and a third to be chosen by the two so selected; and that both parties agree to abide by the decision to be rendered by the board so selected. If, however, you prefer to apply to the State Board of Arbitration for the settlement of such differences, we will join with you in making such application.

We urgently request an early answer to this proposition, so that as speedy progress as possible may be made towards a settlement of the unfortunate conditions which now exist in the building industry of this city.

Respectfully,

WILLIAM WATSON, *President*.

B. A. SELIGER, *Secretary*.

The above offer to arbitrate their differences was not acceptable to the bricklayers in the form submitted by the contractors, which led

to further negotiations between the committees representing the Bricklayers' Union and the Contractors' Association which resulted in a friendly adjustment as set forth in the following:

AGREEMENT.

COLUMBUS, OHIO, March 22d, 1902.

The trouble between the bricklayers and contractors was amicably settled this afternoon. Bricklayers' Union No. 21 held a special meeting this afternoon for that purpose, and after a careful consideration of the proposition advanced by the contractors, agreed to accept it. It was agreed that the words "minimum" and "maximum," as between the two organizations, be barred; that the standard wages of the bricklayers be fifty (50) cents per hour; that all bricklayers, who, through worth, had received more than the standard rate of wages, shall continue to receive the same, and that through all circumstances, the contractors lay no bar on the bricklayer from attaining as much more compensation as his mechanical ability and circumstances may permit.

The contractors having sent a communication to the bricklayers' union, which the union considered rather arbitrary, the union, in a spirit of retaliation, raised the rate of wages to fifty-five (55) cents. The contractors having agreed to rescind the communication which was the cause of the raise in wages, the union decided it was better to return to work on the above agreement, and now all relations are friendly between the two organizations.

Signed

J. L. HAGERMAN,
L. GEREN,
N. O. SELBY,

Arbitration Committee Bricklayers' Union.

D. W. McGRATH,
B. S. STEVENSON,
S. J. ISABEL,

Arbitration Committee Contractors' Association.

The strike affected to some extent all the building trades in the city, and though it lasted only two weeks, it caused serious loss, both to the bricklayers and the contractors.

THE MORGAN ENGINEERING COMPANY.

ALLIANCE.

Having been informed of a strike at the works of The Morgan Engineering Company, located at Alliance, and in order to obtain reliable information on the subject, the following communication was sent to the mayor of the city:

STATE OF OHIO,

OFFICE OF STATE BOARD OF ARBITRATION,

COLUMBUS, OHIO, March 11th, 1902.

HON. O. U. WALKER, *Mayor Alliance, Ohio.*

DEAR SIR:—The newspapers report a strike of machinists at the works of the Morgan Engineering Company in your city. Is this report correct? If so,

will you please inform this board as to the nature of the trouble, the number of employees involved, and any other information you may have on the subject?

In this connection, I beg to call your attention to section 13 of the law governing this board, a marked copy of which I send you with this mail.

Requesting an immediate reply, I am

Very respectfully,

JOSEPH BISHOP, *Secretary.*

On the following day the mayor answered the above letter by telephone, confirming the newspaper reports and informing the Board of a serious situation at the Morgan works and urged the members to visit Alliance to adjust the difficulty.

At the time of the telephone communication from Mayor Walker, the Board was engaged in the adjustment of other matters, but arranged its work to enable it to visit Alliance, and, accordingly, sent the following telegram to the mayor:

COLUMBUS, OHIO, March 12th, 1902.

HON. O. U. WALKER, *Mayor Alliance, Ohio.*

DEAR SIR:—Board will arrive at Alliance 9 o'clock Thursday morning. Cleveland and Pittsburg road.

JOSEPH BISHOP,

Secretary State Board of Arbitration.

In response to the above notice, the following telegraphic message was received:

ALLIANCE, OHIO, March 12th, 1902.

JOSEPH BISHOP, *Secretary State Board of Arbitration, Columbus, Ohio.*

Postpone visit; settlement pending; particulars by mail.

O. U. WALKER, *Mayor.*

Instead of sending particulars by mail, as stated in the above telegram, Mayor Walker again communicated with the Board by telephone, saying that the representatives of the machinists did not desire the services of the Board. Upon receiving this information the Board turned its attention to the controversy existing between the Brick Contractors' Association and Bricklayers' Union No. 21, of Columbus, and continued its efforts to effect a settlement of their differences until March 22, when a friendly agreement was reached between them.

In the meantime the Board sent the president of The Morgan Company a letter of which the following is a copy:

STATE OF OHIO,

OFFICE OF STATE BOARD OF ARBITRATION, .

COLUMBUS OHIO, March 13th, 1902.

COL. W. H. MORGAN, *President The Morgan Engineering Company, Alliance, Ohio.*

DEAR SIR:—The law authorizing and governing the State Board of Arbitration provides, that when it is made known to the board that a strike is seriously

threatened or has occurred, involving not less than twenty-five persons, it becomes the duty of the board to communicate with the employer and employees involved with a view of settlement by mediation, conciliation, or by arbitration.

We have received reliable information of a strike or lockout of two or three hundred men employed at your establishment, and trust that a speedy and amicable settlement of the difficulty will be reached. To this end we advise and urge the representatives of your company to meet with the committee or other representatives of the men in friendly conference, and ascertain the cause of the trouble, and if possible, find a remedy. If such meetings are held in a friendly spirit as they should be, and each side disposed to treat the other fairly, there ought not to be any difficulty in adjusting the matter. If, however, you are unable to reach a friendly settlement in the manner indicated, we would urge that the matters of difference be submitted to a local board of arbitration to be chosen by the company and the men.

We greatly regret the unfortunate situation at your works and for the good of all concerned will be glad to aid in promoting a settlement of the controversy.

Will be pleased to hear from you and will appreciate any information you may communicate to us.

We send you with this mail, under separate cover, a copy of the arbitration law of the State, also blank forms which may be used by your company, its employees, or by both jointly.

Very respectfully,
THE STATE BOARD OF ARBITRATION,
By JOSEPH BISHOP, *Secretary*.

A letter similar to the above was also mailed on the same date to the secretary of the Machinists Union at Alliance; and on the next day the following letter was sent to Mayor Walker:

STATE OF OHIO.
OFFICE OF STATE BOARD OF ARBITRATION.
COLUMBUS, OHIO. March 14th, 1902.

HON. O. U. WALKER, *Mayor, Alliance, Ohio*:

DEAR SIR:—In response to your telephone message of yesterday we communicated by letter with Col. W. H. Morgan, President The Morgan Engineering Company, and with Mr. Fred Johnson, Secretary Machinists' Union of your city, explaining to them the duty of this Board to communicate with the employer and employees involved in labor controversies, and endeavor to promote a settlement of their differences by mediation, conciliation, or by arbitration, and urged the representatives of each side to meet in friendly conference and endeavor to reach a prompt and amicable adjustment.

We also pointed out to them that if such conferences were of a friendly character as they should be, there ought not to be any difficulty in reaching a satisfactory understanding. We also urged them in case they were unable to reach a mutual agreement, to submit their differences to a local board of arbitration for adjustment.

We forwarded to each a copy of the law governing this Board and such blank forms as may be required in case they should agree to settle the dispute by arbitration. If the advice in our letters is followed, we feel assured

that with your friendly efforts and sound advice they will reach a prompt and satisfactory settlement of the difficulty.

You will please keep us advised on the subject.

Very respectfully yours,
THE STATE BOARD OF ARBITRATION,
By JOSEPH BISHOP, *Secretary*.

No reply was received to the above letters from either President Morgan, the secretary of the union, or Mayor Walker, and the members of the Board were absolutely without any direct or official knowledge as to the progress of the strike, and were dependent entirely on outside parties for information on the subject.

On March 23d, and upon inquiry, the Board was reliably informed that the strike at the Morgan works was still unsettled and decided to visit Alliance at once and endeavor to promote a settlement. Arriving at the scene of the trouble, the members were informed that the negotiations referred to in the telegraphic and telephone messages of Mayor Walker were unavailing, and that when such negotiations had terminated, the Alliance Board of Trade exercised its good offices to bring about an adjustment, and after devoting all day Saturday, March 22d, in their endeavors to settle the differences between The Morgan Company and the machinists, found their efforts futile, as will be seen by the following report of the committee:

ALLIANCE, OHIO, March 24th, 1902.

TO THE MEMBERS OF THE EXECUTIVE COMMITTEE OF THE BOARD OF TRADE:

GENTLEMEN:—We, your committee appointed to confer with the President of The Morgan Engineering Company and the late employes of said company, with a view of securing an adjustment of their differences, beg leave to submit the following report:

Your committee was received with the utmost courtesy and kindness by both parties interested, and received from them, as we believe, a full statement of the points in controversy. We regret, however, that we were unable to accomplish anything looking toward a settlement of their differences.

ALEXANDER LOVE,
B. F. WEYBRECT,
C. C. BAKER,
R. S. KAYLER,
W. W. GILSON,

Committee.

The following is the statement made by the Company to the Board of Trade Committee:

ALLIANCE, OHIO, March 23d, 1902.

CITIZENS' COMMITTEE, *Alliance, Ohio*:

GENTLEMEN:—In reply to the committee's request for an adjustment of affairs between the ex-employes of this company and the company, we wish to place before the committee, the company's position on this matter.

In view of the stand taken by the ex-employees in reference to the proposition made by the company to the committee sent to them, and also in view of the occurrence which took place on the afternoon of the 21st, at which time the ex-employees interfered with the bringing of men into our plant, we now propose to reserve the right to employ such men as we think fit; this applies to ex-employees as well as new men brought here.

We have just perfected arrangements with one of the largest manufacturing firms in the country, to take up the completion of large orders which we now have on hand, and will continue to take new orders in the same manner as we did prior to the beginning of the recent trouble. The matter of our ex-employees refusing to return to work, while it is to be regretted, will not interfere at all with our business arrangements.

In conclusion, we beg to say that we appreciate the committee's efforts to adjust the difficulties, but will say that the General Order No. 2 issued by the company embraces all concessions we could possibly make, and we will in no way modify this or recede from our position.

Very truly yours,
THE MORGAN ENGINEERING COMPANY,
(Signed) W. H. MORGAN, *President*.

The following is the order referred to by the company in the foregoing communication to the Citizen's Committee:

GENERAL ORDERS NO. 2.

On and after April 1st, 1902, the following rules will be in operation:

Regular Turns—The regular week day turn will be ten (10) hours, excepting Saturday which will be five (5) hours. The regular night turn will be eleven (11) hours. Sunday night work will be optional with the men, and time worked will be considered overtime.

Over-time—Time and one-half will be paid for all over-time, holidays and Sundays:

Holidays—A Saturday half holiday will be granted from May 1st, to November 1st. Regular holidays will be Fourth of July, Decoration Day and Christmas.

Pay-days—There will be two pay periods for each month, from the first to the fifteenth inclusive, and from the 16th to the last day of the month inclusive. Pay-days for these periods will fall on the 25th and 10th of the month respectively.

(Signed) R. J. SNYDER,
General Superintendent.

The following is a copy of the proposed agreement submitted by the machinists to the Committee of the Board of Trade for presentation to The Morgan Engineering Company as a basis of settlement:

AGREEMENT BETWEEN THE MORGAN ENGINEERING COMPANY AND ALLIANCE LODGE NO. 22, I. A. of M.

The Morgan Engineering Company agrees to reinstate C. G. Miller into their employ and that hereafter it will not be required that one man shall do two men's work.

It is further agreed between the said company and the I. A. of M. that they will hereafter employ only machinists who are members in good standing

of the I. A. of M. If, however, union machinists cannot be secured by the aid of the I. A. of M., the company shall have the right to hire non-union machinists, with the understanding that the non-union machinists shall make application for membership in the I. A. of M. within two weeks after their employment.

The hours of work shall be nine (9) hours per day or night and all over-time shall be paid for at the rate of time and one-half for all time worked over nine hours per day or night, and Sundays and legal holidays shall be paid for at the rate of time and one-half.

The Morgan Engineering Company agrees to pay its employes semi-monthly. If pay-day should fall on Sunday, it is understood that the men shall be paid on Saturday preceding.

There shall be no discrimination by The Morgan Engineering Company against any member of the I. A. of M., or any person involved in the adoption of this agreement.

No employe shall be discharged from the employ of The Morgan Engineering Company without just cause, and in case of a grievance arising, The Morgan Engineering Company agrees to receive a committee of the machinists to investigate and if possible to affect a settlement of said grievance. Failing to reach an agreement between the committee and the management the case shall be referred to the President of The Morgan Engineering Company and the President of International Association of Machinists.

Each party to this contract shall notify the other party thirty (30) days prior to any change or desire to change, alter or amend this agreement or any part thereof.

FOR THE MORGAN ENGINEERING COMPANY,

FOR THE INTERNATIONAL ASSOCIATION OF MACHINISTS.

Such was the situation when the members of the Board reached Alliance on Monday, March 24th. Upon arriving at the scene of the controversy the members of the Board met with the committee representing the machinists, and also with President Morgan, and received from each a detailed statement as to the cause of strike or lockout. Usually, in such cases, there is a wide difference in the statements of the contending parties, which are frequently magnified by strong prejudice tending to aggravate the situation and thus render settlements more difficult. In this instance, however, the Board, for the first time in its history found an entirely different condition, and it is deserving of special notice that the statements submitted by the company and the men were not only free from prejudice, but were without any substantial difference, as will be seen by the public statement issued by the Board which is herewith appended and to which your attention is directed.

The work of the Board extended over a period of eleven days, during which time the members were untiring in their efforts to bring the parties together in friendly conference and to promote an adjustment by mutual agreement or by arbitration. In this connection it is due the machinists to say that they promptly yielded to all the requests of the Board and were, at all times, ready to meet the company

and negotiate a settlement, and manifested a willingness to make reasonable concessions to adjust the difficulty. Had the company shown a like disposition, it is fair to assume that the controversy would have been amicably settled at that time.

The representatives of the company steadfastly refused to meet the committee of employes, notwithstanding all their objections to such meeting had been removed. The refusal of the company to meet the representatives of the men and its purpose to not re-employ certain of the old hands who were officers of the Machinists' Union were chiefly responsible for the failure to reach a friendly adjustment.

While the Board was making every possible effort to harmonize matters and restore working relations between the parties, the company was endeavoring to strengthen its position and continue the struggle. The methods employed were such as are usually adopted under like circumstances. New men were hired and imported from other places, who upon their arrival at Alliance were housed and fed at the works. On learning the exact conditions under which they were working, some of the new hands left of their own accord while others were persuaded by the strikers or their sympathizers, to quit the service of the company and return to their homes.

Being unable to effect a settlement by mutual agreement, the Board next endeavored to persuade the parties to submit their differences to arbitration. In this, however, it was not successful, for the reason that the company refused to arbitrate, although the machinists were ready and willing to adopt such a method of adjustment, as shown by the following communication which was placed in the hands of the Board, and by it submitted to President Morgan.

ALLIANCE, OHIO, April 2d, 1902.

COL. W. H. MORGAN, *President The Morgan Engineering Company, Alliance, O.*

DEAR SIR:—We regret that the negotiations which have been conducted through the State Board of Arbitration have not resulted in a settlement of the difficulties existing between your company and the machinists.

Being desirous of a prompt adjustment and resumption of work, we now propose that all matters of difference be submitted to a Board of Arbitration to be selected as follows: You to select one of the arbitrators, the machinists to select one, and the two thus selected to choose the third.

This will be handed to you by the State Board of Arbitration. We hope for your favorable consideration of this proposition and request an early reply.

Respectfully,

A. L. HUBBARD,

C. N. LEO,

W. W. THOMAS,

Committee.

While the company rejected the offer of the machinists to arbi-

trate "all matters of difference" it did not make any formal reply to the above communication.

Being convinced that further attempts to harmonize the differences between the men and the company would at that time be unavailing, the Board, for the time being, suspended its efforts but continued to keep in touch with the situation and held itself in readiness to render any service that might be required, or that circumstances would permit to promote an adjustment.

Before leaving Alliance the members of the Board issued the following:

PUBLIC STATEMENT.

The two members of the State Board of Arbitration were seen today at the Keplinger House and concurred in the following statement of the situation in The Morgan Engineering Company labor controversy as they found it and as they leave it.

They say it is not their purpose at this time to enter upon a formal investigation and make a formal report for the reason, among others, that their repeated interviews with the men and company have put them as fully in possession of the facts involved in the controversy as a formal investigation would reveal.

When they reached the field of the controversy they found that the trouble had its origin in the discharge of one C. G. Miller, a machinist, who was operating a boring machine, then at work upon a drum, a large piece of casting, which it required several hours to bore through. The foreman directed him to prepare another casting of the same kind and have it ready to be placed in position for boring as soon as the one on the machine should be finished. It seems this required the help of other hands. By some misunderstanding, this help was not provided. Miller declined to do this work, claiming it was double work or the work of two men. After consultation between the foreman and the president of the company, Col. W. H. Morgan, Miller was ordered to report his time and receive the pay due him. He did so and was discharged on the alleged ground of insubordination.

They say that they learned that all this was the result of a misapprehension of the facts involved. They learned that Colonel Morgan was ignorant of the fact that Miller had not sufficient help to assist in what was assumed to be extra work. With the necessary help, Miller was entirely willing to do the work requested. The object of the company in requesting this so-called extra work to be done, was to get the utmost work out of each boring machine, as they were scarce and not easily obtainable—one machine in each period of seven months being the best rate at which they could be secured.

The discharge of Miller, under what were erroneously supposed to be the circumstances surrounding it, excited considerable dissatisfaction.

tion among his fellow workmen, and this coming to the knowledge of the company, which, evidently fearing a general disturbance in the machine department, posted a notice that the shops were closed pending a reorganization of the works. Within a day or two afterwards notice was given to resume operations. This notice was extended to the men in all departments, all of whom returned to work except the machinists who declined to resume work on account of the discharge of Miller. The closing of the works by the company was construed by the men as a lockout, and the refusal of the company to reinstate Miller resulted in what was practically a strike of machinists in support of their fellow workman. This condition was prolonged for several weeks before the advent upon the scene of the State Board of Arbitration; although in the meantime the Board had put itself in communication with the company and the men and notified the Mayor of Alliance that they were about to start for the scene of the trouble but were advised by him to postpone their visit with the statement from the mayor that an early adjustment was probable. The members of the Board report that they found no excitement and the best feeling prevailing between the parties—the one toward the other—and it is remarkable and worthy of emphatic mention that the statements to the members of the Board, by each party to the controversy of the facts involved were absolutely without substantial difference and remarkably free from bias or prejudice.

They say they found in the earlier stage of the trouble a committee representing Alliance Lodge No. 22, International Association of Machinists endeavored to secure a conference with President Morgan with a view to a friendly settlement; that the company declined to confer with the committee from the union for the reason that a large number of non-union workmen were employed in the machine department and were justly entitled to equal representation on the committee with the union men.

After several days a new committee was selected, composed of two union men and two non-union men, which met with President Morgan on Sunday, March 16th.

At this meeting the company submitted to the committee "Order No. 2" as the terms of settlement and expressed a willingness to reinstate Miller within a few days thereafter, provided the terms were accepted by the men.

This proposition was presented by the committee to a meeting of machinists on the following day and was rejected.

On the same date, March 17th, the committee again met President Morgan but failed to adjust their differences, and thus ended direct negotiations between the men and the company.

Finding the parties were unable to reach an amicable settlement, the Alliance Board of Trade, by desire of the people, enlisted very

earnest efforts between the parties to bring about an adjustment. The Board of Trade committee called on the parties to the controversy and received from them a statement of the terms on which a settlement might be made. After going into the matter as fully as in its judgment seemed wise, the members of the committee were convinced that further efforts to reconcile the difference between the company and the men would be unavailing and so reported. The report of the Board of Trade committee bearing on this subject was published in the evening papers of the city on Monday, March 24th.

After their arrival in the city the members of the State Board met with the company, and also with a committee representing the men and received from each a detailed statement, and, as before stated, there were no substantial difference between them. The Board next endeavored to bring the parties together in conference, with a view of reaching an amicable adjustment. To this the men readily assented. The company, however, declined, assigning as the principal reason that the committee was not empowered to conclude a settlement, and also because at each meeting with the committee new questions presented themselves, which tended to complicate matters, prolong negotiations and delay a settlement.

The efforts of the Board in this direction were continued for several days, but without avail. Being convinced that the committee should have full power to adjust the matter, and feeling assured that the company would meet and deal with such a committee, the Board took the necessary steps to have the committee clothed with such authority. In this it was successful and again called upon the company and urged it to meet the committee which was now authorized to settle the dispute. This the company also declined, but proposed to conduct negotiations for a settlement through the State Board.

While this proposition was not at first acceptable to the machinists, who still insisted that the company meet their committee, they finally yielded to the earnest solicitation of the Board and consented to such a method of negotiation.

Being informed by the Board that the company insisted upon a proposition, the men submitted the following:

1. Nine hour work day.
2. Night turn twelve hours, five nights per week.
3. Four National Holidays, Decoration Day, Fourth of July, Labor Day and Christmas.
4. Over-time, Sundays and Holidays will be paid for at rate of time and one-half.
5. Semi-monthly pay days.
6. Arbitration of grievances.
7. Reinstatement of Miller, as formerly arranged.
8. No discrimination against others.

The offer of the machinists was rejected by the company which gave to the Board the following as its ultimatum; to take effect after April 1st:

Week day turns ten hours, except Saturday which will be five hours.

Night turns ten hours.

Sunday night work optional with men, and time worked paid for as over-time.

Time and one-half for over-time, holidays and Sundays.

Saturday half holiday from May 1st to November 1st.

Holidays will be Fourth of July, Decoration Day and Christmas.

Semi-monthly pay days on the 10th and 25th.

In addition the company refused to reinstate a number of the former employees, without indicating who they were.

At the urgent request of the committee, the Board prevailed on the company to furnish the names of the objectionable men, which proved to be those of six principal officers of the machinists' union.

This was the first time, since the arrival of the Board in the city, that any act done or statement made by either party tending to indicate an intention to raise a question of unionism was brought to the knowledge of the Board, and while the company disclaimed such purpose, the men construed it as a direct attack upon the Machinists' Union.

In this connection they say that before their arrival in the city the men presented a proposition to the company which was practically one to unionize the shop, but this was receded from and was not renewed after their arrival.

The above proposition of the company was rejected by the men, the chief subject of difference being based upon the ten hour day; the refusal to reinstate the men; refusal to arbitrate grievances and the refusal to class Labor Day with the other legal holidays.

Having exhausted their efforts to bring about an amicable adjustment, the members of the Board endeavored to persuade the parties to submit the matters in dispute to a local Board of Arbitration, or to the State Board, as required by the statute. This method of settlement was not regarded favorably and was promptly declined by the company. The machinists, however, took a different view of the subject, and on the evening of April 2d, their committee placed in the hands of the Board a communication addressed to President Morgan, containing a proposition to submit all matters of difference to arbitration. This proposition was rejected by the company, which assigned as the most important reason for such rejection, that among the differences which it was proposed to arbitrate was the one involving the refusal of the company to reinstate all the men who went out. This, the company

declared, it could not and would not submit to arbitration, but would insist upon keeping it within the exercise of its own judgment, discretion and exclusive control.

The members of the State Board added: "We feel it due to both parties to this unfortunate controversy that we bear testimony to the kindly personal relations which seem to obtain between the company and the great body of its workmen, to acknowledge the uniform courtesy and consideration which has characterized their relations with us and to testify to the high character and gentlemanly deportment of both the workmen and the officers of the company. We must express our deep regret, however, that an apparently irreconcilable conflict should arise from the merest misunderstanding and a controversy which originally was confined within such narrow limits, should now assume such grave proportions."

"We shall await such developments as may permit further efforts on our part to bring about an amicable adjustment."

During the further progress of the movement, and with a view of bringing about a mutual understanding between the parties, the Board frequently tendered its services to the machinists and also to the company, neither of whom made any reply to our communications.

The struggle continued without any material change in the general situation until June 16th, when the company entered into the following agreement with the Machinists' Union.

AGREEMENT BETWEEN THE MORGAN ENGINEERING COMPANY, OF ALLIANCE, OHIO, AND LODGE NO. 22 OF ALLIANCE, OHIO, I. A. OF M.

Present difficulties between said company and the striking employees are hereby adjusted upon the following basis:

Regular Turns—The regular week day turn will be nine hours per day. The regular night turn will be ten hours. Sunday night work will be optional with the men, and time worked will be considered over-time.

Over-time—Time and one-half will be paid for all over-time, holidays and Sundays.

Holidays—Regular holidays will be Fourth of July, Decoration Day and Christmas.

Pay-days—There will be two pay periods for each month. From the 1st to the 15th, inclusive; and from the 16th to the last day of the month, inclusive.

The pay-days for these periods will fall on the twenty-fifth and tenth of the month respectively.

2. All striking employees, EXCEPT C. G. MILLER, who desire to return, shall be taken back within two weeks, without discrimination.

3. The injunction suit now pending shall be dismissed without prejudice, or as settled. Court costs therein to be paid by the company.

4. Labor Day shall be observed by the plant of the company, shutting down provided three-fourths of the men employed vote to do so. If three-fourths of the men do not so vote, no employee shall be discriminated against if he does

not work on Labor Day. One and one-half time to be paid those who do work on Labor Day.

Dated this sixteenth day of June, 1902.

THE MORGAN ENGINEERING COMPANY,

By E. N. HUGGINS, *Attorney.*

FOR LODGE NO. 22 I. A. OF M.

F. R. JOHNSON,

A. HUBBARD,

P. J. CONLON.

The strike lasted fourteen weeks and was finally settled on substantially the same terms as the members of the Board recommended to the Company and the men during the early days of the controversy.

PLUMBERS; GAS AND STEAM FITTERS.

COLUMBUS.

On Thursday, March 27th, operations were suspended in the plumbing, gas and steam fitting business of Columbus, on account of a misunderstanding between the Columbus Association of Master Plumbers and Plumbers' Local Union No. 189 and Gas and Steam Fitters Local Union No. 216, of Columbus. The employers claimed the men went out on a strike, while the workmen declared they were locked out by the Master Plumbers.

At the time work was suspended, the members of the Board were engaged in the adjustment of other matters and, therefore, were unable to give attention to the subject. As soon, however, as its duties would permit the Board made inquiry into the matter, although no application was made by either party for its services.

Each side promptly responded to our request for information and several conferences between the representatives of the employers and workmen and the members of the Board were held, the first meeting being at the rooms of the Board on Saturday, April 5th.

From the best information at hand, we learned that about a year prior to the difficulty, the Master Plumbers and the two unions entered into an agreement to be in force for two years, and that within eight or nine months thereafter, misunderstandings arose between them as to the correct interpretation of certain provisions of said agreement.

The plumbers and the gas and steam fitters declared the Masters had repeatedly violated the agreement and ignored the complaints made by the local unions regarding their action, notwithstanding their attention had frequently been called to such violations; that the workmen had observed all the requirements of the agreement until about the middle of March, when both the Plumbers' and Gas and Steam Fitters'

Unions declared the compact null and void, but continued operations until March 27th, when the Masters declared a lockout.

On the other hand, the Master Plumbers stated that they had at all times endeavored to carry out their agreement with the unions; that the grievances of which the men complained were without foundation and if the unions would file specific charges against any member of their association they would deal with the matter as provided in the agreement; that the workmen had no actual ground for complaint, but on the contrary, they had first caused dissatisfaction by misinterpretation of the working rules, and finally caused a suspension of business by declaring the agreement null and void.

As will be seen, each side charged the other with being responsible for the strike or lockout. The action of the unions in declaring the compact void, was soon followed by the Masters demanding that as a condition of further mutual operations, the unions should rescind their action and abide by the agreement, as will be seen by the following communication, a copy of which was also sent to the Plumbers' Union.

COLUMBUS, March 24th, 1902.

THE LOCAL JOURNEYMEN GAS AND STEAM FITTERS' UNIONS:

GENTLEMEN:—About eleven months ago our association entered into an agreement with your union.

This agreement was made after careful consideration by all parties, and was signed on our part and backed by our association which association is now and was at that time financially responsible for the fulfillment of our agreement.

That agreement was signed by your union, and that signing meant that you had agreed upon your honor to the terms embodied therein.

In making this agreement your unions were granted a great many concessions for the sole reason that we did not wish this annoying and unnecessary disarrangement of labor matters each spring, at a time when business, in its natural course, would be profitable to you as well as ourselves.

Since the adoption of this two-year agreement, as might naturally be expected, several small matters have come up with reference to the interpretation of the agreement. We have always endeavored to protect our rights at these times by consulting with committees from your union, but at no time were we ever granted our view of any question, and rather than have any trouble in the matter our association has conceded to your union every question, even when this concession has cost us considerable money.

The last question which was brought up by your walking delegate, and finally taken up by your union, was considered at a number of meetings of our association, and each time we have asked for specific charges against some particular member of our association that we might investigate them, or if the matter were general, that you appoint a conference committee so that it might be adjusted. All these requests on our part have been refused, and even at this point our association went a great deal further by sending two of our members to the meeting of your union to explain our position, and in answer to all

this we have received the curt reply that you consider the agreement broken and will not abide by it.

In reply to this last communication our association, at its regular meeting Friday night, March 21st, decided unanimously that this agreement is binding and in full force on all parties, and unless your union advises us in writing that you have reconsidered your former action and are willing to abide by the terms of the agreement, which you are in honor bound to keep, we shall, on and after next Thursday morning, March 27th, be compelled to dispense with your services.

In taking this position, to which we have finally been driven by your action, we have determined to hold it until your unqualified acceptance of the terms of our agreement.

Yours respectfully,

S. A. ESSWEIN, *President.*

EDWIN F. ARRAS, *Secretary.*

While there had been considerable dissatisfaction between the parties and working relations were strained for a long time, the men continued operations until they received the foregoing letter, and as they were not disposed to comply with the demand of the Masters, they ceased work and within a few days the apprentices joined the ranks of the plumbers, gas and steam fitters.

The movement involved more than 200 men and caused a general tie up of the plumbing work in the city.

The Master Plumbers desired the Board to pass upon the question as to whether the agreement was still in force. This, however, the Board declined, for the reason that the question involved a legal opinion and was beyond its jurisdiction.

Each side maintained its original position. The employers insisted that operations be resumed under former terms and conditions, which the employes refused and demanded that a new agreement be made. The Board employed its best efforts to conciliate matters and failing in that it urged the parties to arbitrate their differences but without avail.

The Board of Trade tendered its good offices to promote an adjustment, but as the parties at that time were in conference with the State Board, it was deemed best to continue such negotiations.

The meetings between the Master Plumbers, their employes and the members of the Board continued from time to time until Tuesday, April 22d, when the following agreement was entered into and signed in the presence of the Chairman and Secretary of the Board.

AGREEMENT.

Agreement entered into this 22d day of April 1902, by and between the Master Plumbers' Association of Columbus, Ohio, of the first part and the Gas and Steam Fitters of Local Union, No. 216, parties of the second part.

WITNESSETH:—It is hereby agreed by and between the parties hereto that in consideration of the covenants, agreements, etc. hereinafter contained that the said parties will well and truly perform any and all the conditions herein-

after specified according to the letter and tenor as shown by the sections following constituting the remainder of this contract which is signed and acknowledged on the date as above stated, by the president and secretary of each organization.

COLUMBUS, OHIO, April 22d, 1902.

No. 1. Commencing April 22d, 1902, 8 hours shall constitute a day's work, from 7:30 A. M. to 11:30 A. M. from 12:30 P. M. to 4:30 P. M. standard time.

2. All journeymen shall be at the job or shop at least ten minutes before time to commence work, so as to be ready to begin actual work promptly on time, he shall also work up his full time before quitting, in other words he shall work a full 8 hours and all preparations for beginning and closing his day's work shall be made on his own time.

No. 3. The minimum price paid to journeymen gas fitters shall be \$2.50 per day for year ending April 22d, 1903, and minimum pay shall be \$2.75 per day for year ending April 22d, 1904. Each journeyman gas fitter shall furnish his own tools, except stock, dies, cutter, pump, gage and wrenches above 18-inches. The minimum price paid to journeymen steam fitters shall be \$2.75 per day, for year ending April 22, 1903, and minimum pay shall be \$3.00 per day for year ending April 22d, 1904.

No. 5. No journeyman shall be employed more than 6 days, unless he makes application to local 216.

No. 6. No member of Journeymen Gas Fitters' and Steam Fitters' Union shall work with or for any firm whose members do not confine their work with tools to the same hours as prescribed in Rule 1.

No. 7. No member of Journeymen Gas and Steam Fitters' Union shall work for any one not a master plumber, nor for him unless he is a member in good standing in the National association of Master Plumbers:—This clause does not interfere with work on government buildings.

No. 8. Competent local gas and steam fitters shall have the preference.

No. 9. The gas fitters' apprentices, now employed, shall be retained and allowed to finish the trade, and shall have in their possession a card issued by the Journeymen Gas and Steam Fitters' Union.

No new apprentice shall be employed until the present supply is reduced to number hereafter provided and then there shall be but one gas fitters' apprentice for each three journeymen employed, and he shall serve two years as a helper to the journeyman and the journeymen shall instruct him as much as possible in the knowledge of the trade, and at the end of two years he shall be permitted to use tools and work as a junior for one (1) year during this his 3d year he shall be paid junior wages, and at the end of entire term, which is three years, he shall become a journeyman and receive the standard rate of wages.

No. 10. All registered junior gas fitters shall work as heretofore until they have completed their two years of apprenticeship, after which they shall receive not less than \$1.75 per day; at the conclusion of the 3d year they shall receive journeymen wages.

No. 11. Present junior gas and steam fitters shall be allowed as before, viz: one junior to each two (2) journeymen employed.

No. 12. Each steam fitter is to have one helper who shall be registered in Local 216. He shall work a period of four (4) years as a helper, and one (1) year as a junior steam fitter, with wages not less than \$2.00 per day, after which he shall receive journeymen wages.

No. 13. No gas fitters' apprentice shall be allowed to work unless he is registered with the Gas Fitters' Union and Master Plumbers' Association.

No. 14. All over-time to be paid at time and one-half except Saturday nights, Sundays, Christmas, New Years, Thanksgiving, Fourth of July, Labor Day and Decoration Day, which shall be double time. In case of emergency only fitters will work from 6:30 to 7:30 A. M. and 4:30 to 5:30 P. M. for single time.

No. 15. Any journeyman fitter working outside of the city shall work as many hours for a day as is customary, (not exceeding 9 hours) in the locality where building is and shall receive his regular wages with railroad fare and board and shall be paid for time in transportation; transportation on Sunday to be paid as single time.

No. 16. All journeymen fitters must treat the customers of their employers with respect and courtesy.

No. 17. Each journeyman fitter must at all times use his best endeavor to do the best work possible in his quickest time and must be careful in the use of material so as not to waste it and must see that it is taken care of while under his care.

No. 18. All fitters must send in their list of material for the following day, so the same will be ready for delivery the following morning.

No. 19. No journeymen fitter shall do any work on his own account and if any work is presented to him he is to report the same to master plumber employing him.

No. 20. Any journeyman or junior fitter must at any time do plumbing providing it does not exceed one day, when and where requested to do so by the master plumber employing him. This is intended to mean repair work only.

No. 21. Immediately after the signing of this agreement, the secretary of each body shall furnish to the other a correct list of its members in good standing, and each secretary shall at once notify the other body of the names of new members admitted, and also names of those who may be from time to time expelled or suspended.

No. 22. The above rules to be signed by the proper representatives of each organization, and to be a contract for a period of two years from date of same.

No. 23. If either party should desire a change at the expiration of this contract, this party shall notify the other in writing at least 60 days before the expiration of said contract.

No. 24. That the party of the second part will act in conjunction with Plumbers' Union in appointing a business agent who shall receive all complaints for and against us. He shall visit each master plumber at least once a week.

No. 25. It is hereby mutually agreed that this contract shall be signed by the president and secretary of each organization, in the presence of the members of the State Board of Arbitration, and it is further agreed that any misunderstanding arising as to the interpretation of this agreement shall be submitted to said Board of Arbitration for their decision, which decision shall be final and binding on both parties hereto.

S. A. ESSWEIN, *President*,

G. M. ROBERTS, *Secretary*,

Master Plumbers' Association.

C. A. SEDDON, *President*,

HARRY C. CHRISTY, *Secretary*.

GAS & STEAM FITTERS UNION NO. 216,

Signed in presence of:

Columbus, Ohio.

SELWYN N. OWEN, *Chairman*.

JOSEPH BISHOP, *Secy. State Board of Arbitration*.

The trouble lasted almost four weeks and entailed considerable financial loss to both the employers and the employed, interfered with the building interests and caused great inconvenience to the people generally.

We are pleased to say, however, that when the settlement was reached the Master Plumbers, and the members of the unions manifested the utmost good will and friendship for each other.

JOURNEYMEN BAKERS.

COLUMBUS.

On April 16th, the Board was informed of a strike of the journeymen employed by the various baking concerns in Columbus, and upon inquiry, we learned the movement was inaugurated by the Journeymen Bakers Union No. 41, and for the purpose of unionizing the bakeries, regulating the number of apprentices, fixing a uniform scale of prices and to establish day work, as will be shown by the following form of contract which was presented by the journeymen to the master bakers for their signatures.

CONTRACT OF BAKERS' UNION NO. 41 OF COLUMBUS, OHIO, WITH THE MASTER BAKERS.

To employ members in good standing of Local Union No. 41 of the J. B. and C. I. U. of America only.

That ten (10) hours shall constitute a day, and sixty (60) hours a week work.

It shall only be day work from (6) o'clock A. M. to seven (7) P. M. sun time, except sponge setters and dough mixers according to the rules of the shop.

To pay the following scale of wages: Minimum for foreman, \$15.00; minimum for ovenman, \$14.00; minimum for journeymen, \$12.00; one man in shop, \$10.00.

To pay over-time at wage rate per hour.

To employ no more than one (1) boy to three (3) men and not more than two (2) boys in any shop.

Labels can be used as shop desires and have privilege of Union card.

Whatever differences in course of time may arise shall be turned over to a Board of Arbitration, consisting of five: two master bakers, two from Bakers' Union No. 41, and they appoint one disinterested person to be the fifth one.

Upon investigation, it was learned that while there were about thirty bakeries in the city, in many of them the proprietors did all their own work and in many others only one or two hands were employed, and that the majority of the journeymen bakers were employed by the National Biscuit Company, Busy Bee Candy Kitchen Company and

Fred E. Becker, and that while it was admitted by all parties that the National Biscuit Company was the largest employer of bakers in the city, it was a non-union establishment, and its employers were not governed by the rules of the union and, therefore, were not involved in the controversy. The Board was further informed that many of the small concerns had accepted the terms of Union No. 41, and were entirely satisfied with the conditions, and that the strike was for the enforcement of union rules at the shops of the Busy Bee Candy Kitchen Company, the Columbus Baking Company and Fred E. Becker.

The managers of the two companies above named declared that after receiving the foregoing copy of agreement from the journeymen, and while negotiating with them with a view of adjustment, the bakers walked out of their shops without notice; that the sponge setters and dough mixers had previously prepared the sponge and dough for the next baking and the bakers expressed their intention to work the following night; that the failure of the bakers to work up the dough prepared for them caused considerable loss to the proprietors, who declared that while they had no objection to the Bakers' Union as such, they could not permit it to interfere with the conduct of their business. The demand of the trade for warm bread in the morning made it necessary that bakers work at night. The managers claimed to have hired certain new men, they had no objection to the old hands, and as far as vacancies existed they could have the preference if they desired to return to work, but would not deal with them on the lines set forth in the proposed contract.

The journeymen declared that they gave ample notice of their intention to cease work for the enforcement of union rules, and that the managers alone were responsible for setting sponge and mixing dough after receiving said notice; that the features of the proposed contract as to wages and apprentices were fair and reasonable and the rule relating to day work was not only feasible but was actually in force in many of the bakeries of Columbus and other places that bread baked during the day was more healthful than hot bread from the night bakery. Besides this, they ask to be relieved of night work in order that they may spend the evenings at home with their families.

That the purpose of the journeymen was more particularly to abolish night work than to regulate the employment of apprentices, or to fix uniform wages is shown by a public statement issued by the union, of which the following is a copy:

FACTS UNOBSERVED BY THE PUBLIC.

For years the bakers of Columbus have been working all night long. SEVEN nights in the week. We go to our work about four o'clock in the afternoon and remain at various places of employment through the long hours

of the night. Working week day nights and Sunday nights was not and is not now of our choosing, but under the orders and rules of our employers. Many of us have families and it is a fact that we seldom see the faces of our own children. We are from our homes all night long the little ones and the mother being left there alone. In the day time we sleep, and are up and gone to our shops again before the children return from school. Are we, as the general public, to consider this way of living and of rearing a family?

We have always been fair with our employers and hope to be now. If the nature of our employment were such as to necessitate our working at night, we would not and could not object. But such is not the case. A compliance with our request does not inconvenience the public and does not work a loss or hardship to our employers.

We ask your careful consideration of the following facts:

Every baking concern in the city except The Columbus Baking Company and the Busy Bee Company, is now doing the work in the day time, that they, a short time ago did at night. These concerns, other than the above two, will say to you upon inquiry that their business has not lessened, but upon the other hand, in some cases has increased by operating in the daytime.

By operating in the day time you get your bread from six to eight hours after it leaves the ovens and we are all agreed that this is much more healthful than the hot bread that comes to you from the night bakery.

All we are seeking is to better the conditions of ourselves and our families. All we ask of the general public is to assist us in this. We do not ask you to withhold your patronage from The Columbus Baking Company and the Busy Bee Candy Kitchen, but we do ask you to lend us all the assistance in your power toward inducing the above two firms to abandon their present system of night operating and thereby permit us to spend the night in our homes with our little ones and thus assist their mothers in rearing our children to good American citizenship.

If you believe in Christian citizenship, if you believe in a Sabbath, if you believe in rearing our boys and girls under the supervision of a parent's eye, will not every mother and every daughter that buys the morning loaf make this much of a sacrifice and call upon The Columbus Baking Company and the Busy Bee Candy Kitchen to give our homes and our families back to us as theirs have been given them?

Remember also that we are the lowest paid skilled labor in the city of Columbus and yet do the most responsible work.

Fraternally,

JOURNEYMEN BAKERS' UNION NO. 41.

The members of the Board held frequent and almost daily conferences with the journeymen and also with the managers of the Busy Bee Candy Kitchen Company and the Columbus Baking Company and endeavored to bring them together in friendly communication and harmonize their differences, but were unable to do so because the men insisted on dealing with the companies in their organized capacity, while the managers would only deal with the bakers as individual workmen.

The situation at the bakery of Fred E. Becker was entirely different. At the solicitation of the Board Mr. Becker met the representatives of the union and entered into verbal arrangement with them, whereby

the bakers were for the present to commence work at noon and if results were entirely satisfactory to the trade, they would begin operations an hour earlier each day until the regular day work would be established.

With the above understanding the bakers resumed operations and after working a day or two they ignored the arrangement, refused to be governed by it and again went on strike for enforcement of union rules. Mr. Becker then secured other workmen and within a short time was operating his bakery with a full force of non-union men. The union men continued the movement for an indefinite time, but without success, and finally the strike was abandoned and the bakers secured employment with such establishments as would make satisfactory terms with them.

THE MARION STEAM SHOVEL COMPANY.

MARION.

On Monday, April 30th, the Board received notice of a threatened strike of molders and machinists at the works of the Marion Steam Shovel Company employing about 550 hands.

The Secretary of the Board visited Marion on Friday, May 2d, and met the representatives of the molders and machinists, who informed him that during the latter part of April the firm had discharged twenty men, assigning as a reason that work was scarce, notwithstanding the fact that the entire plant was crowded with orders in all departments. The men further stated that they were required to work longer hours and received less pay than was customary in other establishments and places employing the same class of labor; that with a view of improving their condition the workmen organized unions representing their several trades and that since these organizations were formed, the management had, from time to time, discharged such molders and machinists as were known to be members or officers; that in certain instances the managers learned the discharged workmen were non-union and in all such cases the men were promptly reinstated and in other instances workmen were offered better positions and increased pay, if they would not join the union or would withdraw from it, as the case might be; that the discharged men were desirable and skillful workmen is shown by the fact that many of them had been in the employ of the company for several years, and the foreman under whom they worked could not assign any reasonable cause for their removal, and that, in view of the above facts, the men felt justified in the conclusion that their fellow workmen were discharged solely and entirely because they were members of labor organizations. The Secretary was further informed that the unions did not desire a strike. On

the contrary, they did not favor such movements, and that while their representatives were endeavoring to keep the men at work and promote friendly relations with their employers, they resented the interference of the company with their right to organize and demanded that the management reinstate the discharged workmen or assign a good and sufficient reason for their removal.

Having received the foregoing information from the men, the Secretary next called at the general office of the company and requested an interview with the President and General Manager, and upon request handed his card to the gentleman in charge of the outer office, who informed him (the Secretary) that President King "had been absent for several days, was very busy and could not be seen that day." The Secretary then requested that Mr. King appoint a time for a conference and gave assurance that the meeting would be of short duration. In reply to this request, Mr. King declined to fix a time for an interview, saying he "could not be seen for several days."

Having been refused a hearing by the President and General Manager, the Secretary called on the superintendent of the works, who refused to talk about the reported trouble, and very gruffly informed him that "business of the company was in the hands of the directors, who would manage its affairs to suit themselves."

Being unable to secure an interview with the company, the Secretary reported the facts to the Chairman of the Board, who, in company with him, visited Marion on May 9th, and learned from reliable sources that the situation had improved and that there was no immediate danger of strike or lockout. On the return of the members to the office, they received letters confirming the above information and for the time being no further attention was given to the matter.

On May 19th, the Mayor of Marion informed the Board that a strike had been declared by the Machinists' Union, which demanded that the discharged men be restored to their former positions, or be given a satisfactory reason for their dismissal.

In the meantime, the Board had made other engagements and was, therefore, unable, at that time, to give the matter attention and further delay was caused by the illness of the Chairman of the Board, and later on, when his health permitted him to engage in active work, the Board was informed that neither party desired or would agree to arbitration, and as the company had declined to negotiate with the men and had refused the good offices of the Board to conciliate matters, it was apparent that its further interposition at that time would not improve the situation.

Later on the Board received information that the company had distributed \$30,000.00 in cash premiums to the workmen to induce them to withdraw from, or to refuse to join the union or the strike, and to return to or continue at work. These facts coming to the knowledge of the

Board, and as the men would only accept it as mediator, and the company declined its services in any capacity, no further action was taken in the matter.

JOURNEYMEN TAILORS.

LIMA.

On Monday, May 5th, the following communication was received through the Bureau of Labor Statistics:

LIMA, OHIO, May 1st, 1902.

MR. M. D. RATCHFORD, *Columbus, Ohio*:

DEAR SIR:—We the members of Local Union No. 163, J. T. U. of A., desire the services of the State Board of Arbitration. We have been on a strike since March 21st, and have on different occasions communicated with the merchant tailors, asking for a conference but they have positively refused to confer with us, stating, that they would have nothing to do with the union.

Hoping for a favorable reply at an early date,

Yours respectfully,

H. E. POAGE, *Corresponding Secretary*,
Local 163, J. T. U. of A.

To the above letter we made reply as follows:

STATE OF OHIO.

OFFICE OF THE STATE BOARD OF ARBITRATION.

COLUMBUS, OHIO, May 5th, 1902.

MR. H. E. POAGE, COR. SECY. J. T. U. OF A. No. 163, *Lima, Ohio*:

DEAR SIR:—I have just received through the Bureau of Labor Statistics, your letter of May 1st, requesting the services of the State Board of Arbitration. In reply, if we could do so we would visit Lima at once, but previous official engagements will not permit.

We will be glad to assist you in reaching a settlement of the controversy with the merchant tailors and hope to visit Lima for that purpose within a few days. In the meantime we advise and urge the merchant tailors and their employees to meet together in friendly conference and endeavor to adjust their differences.

Very respectfully,

JOSEPH BISHOP, *Secretary*.

The Chairman and Secretary of the Board visited Lima on Friday, May 9th, and were informed by the representatives of the journeymen tailors that for several years previous to the strike, the union was composed entirely of coat makers (all men) and was recognized by the merchant tailors, and that the relations between them had been mutually pleasant and satisfactory; that the coat makers desired the union label,

but would not be permitted to use it until the vest makers and pants makers would join the union, which they did several months before the strike; that on March 18th, the journeymen presented to the merchant tailors a new scale or bill of prices providing for an advance of 10 per cent., which was refused, and on March 21st, the coat makers and almost all the vest and pants makers ceased work; that after being out about two weeks, a committee representing the union requested a conference to arrange terms of settlement, which was refused by the merchant tailors, who declined to meet the representatives of the journeymen's organization, but expressed a willingness to confer with their employees; that on April 18th, the journeymen renewed the request for a conference, which being again refused, the committee representing the union presented to each of the several employers a copy of the following communication:

LIMA, OHIO, April 24, 1902.

DEAR SIR:—We the undersigned are authorized by the journeymen tailors of this city to offer the Merchant Tailors' Exchange, collectively, or to the merchant tailors individually an opportunity to ask for a committee from the union for the purpose of a conference to discuss the various features connected with the controversy existing between the bosses and the men.

This offer will be the last made by the union and should not be interpreted as signifying that the union has in the least receded from the position it had occupied from the beginning, but for the benefit of all concerned this offer is made and we trust it will receive favorable consideration at your hands.

Respectfully,

C. D. DUNN,
W. H. JONES,
E. H. SCHAFFER,
A. T. CARLQUIST.

P. S. Please acknowledge receipt of this by letter or otherwise.

To the above letter the merchant tailors made reply as follows:

LIMA, OHIO, April 25th, 1902.

GENTLEMEN:—Your communication of the 24th inst. proffering a committee from the Journeymen Tailors' Union to confer as to present difficulties is at hand.

In reply, we beg to say that we do not desire a conference either by committee or otherwise, with the Journeymen Tailors' Union.

We wish, however, further to say that while this is the position which it is our purpose to maintain to the end toward the "Union," it is not our attitude toward you as journeymen tailors or as employees. As such, but only as such, we are willing and ready to meet at any time and to fully and fairly consider any grievance whatsoever, if you are able to show one.

We have no quarrel with you as employees. As such you can meet with the employers and without question your best interest be subserved in every way.

From some years of experience by some of you at least, we think this should be patent.

It remains with you therefore as to whether any understanding is arrived at or not.

Yours respectfully,

LEONARD WALTHERS,
S. WERNER & CO.,
E. GALE,
J. E. SUMMERS,
L. T. FURNAS,
THOMPSON & GILLIS,
Merchant Tailors.

To C. D. DUNN,
W. H. JONES,
E. H. SCHAFER,
Committee.

The journeymen claimed that the increased cost of all household necessities justified their demand for an advance of 10 per cent.; that their employers were organized and were making common cause against them, and, therefore, the workmen proposed to meet organization with organization and continue the movement until the merchant tailors would pay the advanced price and recognize the union.

The merchant tailors whose names are attached to the foregoing communication, all of whom were involved in the controversy and were acting together in the matter, readily consented to meet the members of the Board and explain their attitude toward their employes.

They declared that they were not opposed to the union as such, but as a matter of self-protection, they were compelled to resist the demands made upon them; that for several years they had recognized the coat makers organization and previous to the strike had always paid the union scale; that instead of asking for an increase of 10 per cent., as stated by the journeymen, the union had demanded an advance varying from 25 to more than 50 per cent. and also presumed to dictate the management of the business; that they had always paid the highest wages consistent with safe business and still desired and were willing to do so, but could not and would not pay the scale of prices required by the union; that the journeymen had seriously interfered with and injured the business of their employers by leaving the shops with unfinished work on hand and without previous notice or opportunity for consultation or settlement; that during the strike several old hands had returned to work and other new workmen had been employed, and while they had no objection to their former employes, they could not provide them all with work, but so far as vacancies existed, they would give the old hands the preference if they desired to return; that the demands of the union were arbitrary and exorbitant and under no circumstances would they meet with or negotiate with the representatives of the journeymen's organization, but such merchant tailors as had not secured workmen would confer with their former employes.

Being unable to arrange a conference between the parties the Board gave to the journeymen the names of such merchant tailors as were willing to meet their old hands and advised that they confer with them, and endeavor to reach a satisfactory understanding.

The strike had been going on for about six weeks and had resolved itself into a question of endurance and each side was following the methods usually employed under such circumstances to weaken the position of the other.

Thus matters continued without any material change in the general situation until the latter part of September, when, by making slight concessions, the journeymen reached an understanding with two of the leading merchant tailors, and within a few days an amicable settlement was reached at the other establishments and operations were resumed on a basis satisfactory to all concerned.

JOURNEYMEN PLUMBERS, STEAM AND GAS FITTERS.

DAYTON

About the middle of May, the attention of the Board was called to a controversy existing between the Master Plumbers' Association of Dayton, and the United Association of Journeymen Plumbers Steam and Gas Fitters, and accordingly the Chairman and Secretary visited Dayton and immediately put themselves in communication with the parties, and learned for the first time that they had been engaged in a lockout for two months or more, and that during that time no communication had passed between them.

The journeymen seemed desirous of a settlement and readily yielded to the request of the Board for consultation with it and also for a meeting with their employers. On the other hand, the Master Plumbers were not disposed to accept the good offices of the Board, and refused to meet or negotiate with the journeymen in their organized capacity, declaring their purpose to deal with them only as individual workmen. The members of the Board persisted in their efforts to bring the parties together. They met the employers at their places of business, and also attended meetings of the Master Plumbers' Association, endeavoring to persuade them to modify their attitude and agree to meet the workmen and endeavor to reach an adjustment. After devoting several days to this work the Board was informed that:

"One or more of the Master Plumbers will meet one or more of the Journeymen Plumbers, if the journeymen will state that they are not representatives of the National Association or the Local Union."

This was not acceptable to the journeymen, who desired to deal with their employers through the representatives of their union, but rather than stand in the way of adjustments, they agreed to meet the Master Plumbers as above indicated.

The conference was held at the rooms of the Employers' Association, and was attended by the Chairman and Secretary of the Board. It

was learned that previous to the present difficulty the parties had operated under an agreement fixing wages, hours of labor, employment of apprentices, etc., and that desiring to arrange terms of work to take effect after the agreement then in force would expire, the journeymen sent the following communication to the Master Plumbers:

LOCAL UNION NO. 162.

United Association Journeymen Plumbers, Gas Fitters, Steam Fitters and Steam Fitters Helpers of the United States and Canada.

DAYTON, OHIO, February 18th, 1902.

MASTER PLUMBERS' ASSOCIATION, *Dayton, Ohio*:

GENTLEMEN:—Please find enclosed copy of working rules adopted by Local Union No. 162, to take effect May 1st, 1902. The enclosed working rules are to be printed upon a large card and tacked upon the wall of every union shop in a conspicuous place. There is a committee appointed to meet you, if you so desire. If you wish to see the above committee you can address the local or inform the shop steward of any of the shops who will inform the chairman.

Respectfully, yours,

THE COMMITTEE OF LOCAL UNION NO. 162.

Cor. Main and Washington Streets.

The following are the working rules referred to in the above letter:

ARTICLE 1.

Section 1. A day's labor shall be nine (9) hours. Hours of labor shall be from 7 A. M. to 12 noon, and 1 P. M. to 5 P. M.

Section 2. The rate of wages shall be three dollars and fifty cents (\$3.50) per day.

Section 3. All time before and after above specified hours shall be classed as over-time and payable as follows: From five (5) P. M. until twelve (12) midnight, time and one-half, Saturday excepted; from twelve (12) midnight, until seven (7) A. M. double time; from five (5) P. M. Saturday, until seven (7) A. M. Monday, and the following holidays, New Years, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas, shall be paid at the double rate of wages.

Section 4. Any member reporting for work at seven (7) A. M. and was not laid off the previous night or reports for work at one (1) P. M., and was not laid off at noon shall receive two (2) hours pay for same. No member shall be allowed to work less than one-half day.

Section 5. Wages are due and payable at office of employer promptly at five (5) P. M., Saturday of each week. Any member failing to receive his wages as above shall report the same to local union, and no member shall be allowed to work in that shop until said member receives his pay in full.

Section 6. Any member working outside of city limits shall receive transportation, (five (5) cents fare included) boarding and lodging, single time while traveling, sleeper furnished when traveling at night.

ARTICLE 2.

Section 1. All car fare in excess of what it would cost to go to and from shop to be paid by employer. It is expressly understood that workmen go direct to their work, except such as occasions as when material is required, or for consultation with employer, and in cases where members are required to report before going to work.

Section 2. Members must not report for work before seven (7) A. M., and abide strictly by Art. 1, Sec. 1. An honest day's work is required of every member, but rush work must in no case be practiced.

Section 3. No member of this local union shall be allowed to furnish a gasoline or oil furnace solder or lead pot, files, compass, saws or wrench over fourteen (14) inch. Fitters to be furnished tools as per old agreement.

Section 4. Bicycles are strictly forbidden during working hours.

Section 5. There shall be no helper or apprentice; should mechanic need help, laborer must be furnished.

Section 6. Any member of this local union may work for whom he sees fit.

ARTICLE 3.

Section 1. Master plumbers, gas and steam fitters, handling tools shall be allowed to work for themselves only and shall be governed by above rules.

Section 2. It is expressly understood that no member of this local union will set up any fixtures or use material not furnished by his employer.

Section 3. This card is the property of Local Union No. 162 of Dayton, Ohio. February 18th, 1902.

The following is the reply of the Master Plumbers Association to the foregoing letter and working rules submitted by Local Union No. 162, dated February 18, 1902:

Whereas: There has been a written agreement between the master plumbers and journeymen plumbers styled Local Union No. 162, and,

Whereas: Said Local No. 162 has violated the provisions of said agreement by the adoption of a code of rules at variance with said agreement; mandatory upon its members and to be effective without the consent of the master plumbers; and,

Whereas: Said Local No. 162 proclaims to be for the government of its members, while some of them dictate what the master plumbers shall or shall not do; and,

Whereas: Said rules in terms and dictatorial requirements menace the interests of the master plumbers' patrons; and,

Whereas: Said Local No. 162 assumes by this act an arbitrary power which is opposed to the spirit of Americanism and which, if unrestrained, would lead to the subversion of law and order and the rights of man.

NOW THEREFORE BE IT.

Resolved: That the master plumbers hereby accept the abrogation by said Local No. 162, of the aforesaid agreement:

Resolved: That we close our shops at five (5) P. M., March 8th, 1902, to reopen them at such time and upon such conditions as we may hereafter decide upon, except that we will do so only as "Open Shops."

Resolved: That it is the determination of this association to make its stand not upon the question of wages, but upon the union's assumption as expressed by Local No. 162, of the right and privilege to ignore our and the public's interest; its assumption of right to dictate to us how we shall manage our business; and its declared and unrighteous effort to prevent the young men from learning the plumbing, gas or steam fitting trade, which his American birth-right entitles him to do, and of which its members before him availed themselves.

Dayton, Ohio, February 28th, 1902.

J. L. RILEY, *President*.

R. P. RYDER, *Secretary*.

As indicated in the foregoing declaration, the Master Plumbers decided to close their establishments on March 8th. Accordingly, on Friday, March 7th, they held a meeting and adopted a resolution, of which the following is a copy:

Resolved: That when we closed our shops at Saturday five (5) P. M. we give the following information to our men:

"This shop is to be closed tonight. It will re-open Monday morning as an 'Open Shop.' The same wages, the same hours and the same arrangements for payment of over-time will prevail. We invite our men to return to work on these terms and not otherwise."

Soon after the above resolutions of the Master Plumbers had been made known, the journeymen submitted the following amended proposition:

ARTICLE 1.

Section 1. A day's labor shall be nine (9) hours. Hours of labor shall be from seven (7) A. M., to twelve (12) noon, and from one (1) to five (5) P. M.

Section 2. The minimum rate of wages shall be three dollars and fifty cents (\$3.50) per day.

Section 3. All time before and after above specified time shall be classed as overtime, and payable as follows:

From five (5) P. M. until midnight, time and one-half, Saturday excepted.

From twelve (12) midnight, until seven (7) A. M., double time.

From five (5) P. M., Saturday until seven (7) A. M., Monday, and the following holidays: New Years, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas shall be paid at the double rate of wages.

Section 4. Members of this union shall not work for less than a half a day.

Section 5. That on all work one (1) mile from shop, traveling expenses to and from work, to be paid by employer and on all work outside of the county, all expenses shall be paid by the employer.

ARTICLE 2.

Section 1. No member of this local shall be allowed to furnish a gasoline or oil furnace, solder or lead pot, files, compass, saws or wrenches over fourteen (14) inch, fitters to be furnished tools as per old agreement.

Section 2. All apprentices now registered be allowed to serve full time (six (6) years) and at the expiration of time receive the regular rate of wages.

Section 3. Any member of this local union may work for whom he sees fit, provided, he or they abide by this resolution.

Section 4. It is expressly understood that no member of this local union will set up fixtures or use material not furnished by his employer.

ARTICLE 3.

Section 1. This resolution to take effect March 11th, 1902.
March 11th, 1902.

It was also learned that for some time before the beginning of hostilities, the relations between the parties had been somewhat strained. Each side claiming the other had, in various ways, violated the agreement then in force, and was endeavoring to take undue advantage of the other. Such were the circumstances leading up to the lockout inaugurated on March 10th.

The conference was held on Thursday evening, May 15th. The Journeymen contended for \$3.50 per day, 9 hours work, union shops and rules regulating the employment of apprentices, to which the Master Plumbers strenuously objected and insisted on paying 35 cents per hour, operating open shops and employing such apprentices as their work required, and in a general way to conduct their business to suit themselves.

As the meeting progressed the parties seemed to regard each other with more favor, and when the conference had closed there was reasonable hope of a satisfactory adjustment.

It was the intention to meet again on Saturday, March 17th, but on account of serious sickness and death in the family of the Chairman of the Journeymen's committee, the meeting was postponed until Wednesday, March 21st, when it again adjourned until the 24th. In the meantime the Journeymen Plumbers held a meeting and instructed their conference committee to demand 39 cents per hour, which was made known to and rejected by the Master Plumbers, who proposed to pay a minimum rate of 33 cents, and a maximum rate of 39 cents per hour. The conference was of short duration and the parties separated without reaching a settlement and as far as the Board is informed, there was no disposition on the part of either side to renew negotiations, or to submit their grievances to disinterested arbitrators for adjustment, and for the time being no further communications passed between them.

While the Journeymen and the Master Plumbers were apparently divided as to the rate of wages, there is good reason to believe that the chief difference between them was with reference to open shops and

the employment of apprentices. Had they been able to agree on these matters, the question of wages would have been satisfactorily settled.

There being no further opportunity for conciliatory work, the members of the Board temporarily suspended their efforts to promote a settlement, but continued to keep in touch with the situation. Later in the season, and when it was thought that the demands of trade were such as would induce or tend to bring about an adjustment, and upon the invitation of the President of the Master Plumbers' Association, the Secretary of the Board attended their meeting and endeavored to persuade them to agree to reopen negotiations with the Journeymen. This effort on the part of the Secretary was resented by the Master Plumbers, who seemed more determined than ever to maintain the position they had taken and positively refused to participate in any conference or negotiations looking to a settlement with the Journeymen's Union.

After the emphatic declarations made by the Master Plumbers and the discourteous treatment received from them, the Secretary abandoned further efforts to bring about a settlement of the lockout and the Board has taken no steps in the matter since the occasion referred to.

BLAST FURNACE WORKERS.

MAHONING VALLEY.

On Sunday morning, June 1st, the employes of the several blast furnaces located in the Mahoning Valley went on strike for a reduction of their working hours from 12 to 8 per day, without reduction of pay. Common labor asked for a reduction from 10 to 9 hours per day at the former wages. The workmen were members of the National Association of Blast Furnace Workers and Smelters of America, and numbered, in the aggregate, about 2,500 men.

It was the original intention to inaugurate the movement for more pay and shorter hours on May 1st, but for reasons not fully explained to the Secretary, it was deferred until June 1st, when about 2,000 men ceased work because the demand above indicated had been refused.

We are informed that twelve establishments were involved in the strike and were located as follows:

- National Steel Company, Niles.
- Girard Iron Company, Girard.
- Brier Hill Iron & Coal Company, Brier Hill.
- Andrews & Hitchcock Iron Company, Hubbard.
- Ohio Iron and Steel Company, Lowellville.
- Struthers Furnace Company, Struthers.
- Republic Iron and Steel Company, Haselton.
- Republic Iron and Steel Company, Youngstown.

In order to show the far-reaching effects of this movement, it is only necessary to state that the daily output of the furnaces involved was about 3,000 gross tons of pig iron, requiring about 6,000 tons of iron ore, 3,000 tons of coke and 750 tons of limestone, which not only affected railroads, but, if prolonged, would seriously interfere with the operation of rolling mills, steel works, foundries and other manufacturing establishments depending upon those furnaces for supply of pig iron.

Knowing the serious consequences that would attend a prolonged strike of blast furnace workmen, and without waiting for formal notice, the Secretary at once visited the scene of the controversy. A conference was arranged between the representatives of the Republic Iron and Steel Company and the Executive Committee of the Blast Furnace Workers' National Association. The meeting was held at Youngstown on Thursday, June 4th, when the Republic Iron and Steel Company made the following compromise proposition.

A straight advance of 10 per cent. to all blast furnace workers outside of common laborers, without change in the hours of labor.

Common labor to be reduced from 10 hours to 9 hours at the former wages of \$1.50 per day.

No man to lose his position on account of his connection with the strike.

It was agreed that the above offer of the Republic Iron and Steel Company would be accepted with the provision that the same terms would be granted to the men employed by other firms, and with this understanding the Mahoning Valley furnaces at once resumed operation.

A number of furnaces located in the Shenango Valley, Pennsylvania district, were also involved in the controversy, and for certain reasons, did not all conform to the provisions of the Youngstown agreement, and which for a time, threatened a renewal of the strike in the Mahoning district. The Secretary advised with the officers of the Union with reference to these matters and an arrangement was effected whereby the Ohio furnaces continued in operation.

The blast furnace workers' strike was brief. It lasted only five days and yet was one of the most expensive local strikes of which we have any knowledge. It has been estimated that its cost to the Mahoning Valley alone would exceed \$100,000.00.

We have pleasure in testifying to the conciliatory spirit and fairness which the representatives of the Republic Iron and Steel Company and the National Association of Blast Furnace Workers manifested toward each other, without which a settlement could not have been made.

JOURNEYMEN PLUMBERS, GAS AND STEAM FITTERS.

YOUNGSTOWN.

Immediately following the settlement of the strike of the Blast Furnace Workers in the Mahoning Valley, on June 5th, and while the Secretary of the Board was at Youngstown, he was informed of a strike of Plumbers, Gas and Steam Fitters, and at once put himself in communication with the parties to the controversy.

Upon inquiry, it was learned that the strike involved about forty plumbers at Youngstown, two at Niles and two at Warren, all of whom were affiliated with Local Union No. 87, of the Journeymen Plumbers Association, and was inaugurated May 1st, because of the refusal of the Mahoning Valley Master Plumbers' Association, composed of eight firms at Youngstown, two at Niles and two at Warren, to sign an agreement, providing for an eight hour day with the same rate of wages previously paid for nine hours, together with other features relating to the duties of helpers and apprentices, shop rules, etc.

Notwithstanding the strike had been going on for five weeks, during which time the plumbing business of the Mahoning Valley was tied up, the parties had no communication with each other until the interposition of the Board, and apparently, each was waiting for the other to take the initiative in the matter of negotiating a settlement.

Such was the situation on June 6th, when the Secretary of the Board reached the scene of the controversy and urged the representatives of each side to meet together and endeavor to adjust their differences. In response to our request for a conference, the Master Plumbers handed to the Secretary the following communication :

THE MAHONING VALLEY MASTER PLUMBERS' ASSOCIATION.

YOUNGSTOWN, OHIO, June 6th, 1902.

JOSEPH BISHOP, *Secretary State Board of Arbitration*:

DEAR SIR:—In answer to yours of even date as to whether the Mahoning Valley Master Plumbers' Association is willing to arbitrate the differences between Local Union No. 87, Journeymen Plumbers of America, and The Mahoning Valley Master Plumbers' Association, will say that The Mahoning Valley Master Plumbers' Association has always been and is now ready to arbitrate the differences existing between the two associations.

Very respectfully,

THE MAHONING VALLEY MASTER PLUMBERS' ASSOCIATION.

CHARLES F. KIST, *Prest.*

WM. H. BENNETT, *Secretary.*

Local Union No. 87, Journeymen Plumbers' Association, also promptly yielded to our solicitation for a friendly meeting to promote

a settlement, and at once selected a committee to meet the Master Plumbers for that purpose.

The conference was held on Friday evening, June 6th, and was attended by representative employers from each of the twelve firms involved, and by a committee of five journeymen, representing the employes of Warren, Niles and Youngstown, and the Secretary of the Board. Upon request for information as to the differences between the parties, the following documents were submitted:

**LOCAL UNION NO. 87 OF THE UNITED ASSOCIATION JOURNEYMEN,
PLUMBERS, GAS FITTERS' HELPERS OF THE UNITED
STATES AND CANADA.**

YOUNGSTOWN, OHIO, February 19th, 1902.

MASTER PLUMBERS' ASSOCIATION, *William H. Burnett, Secy.*

DEAR SIR:—Enclosed you will find Articles of Agreement which L. U. No. 87 wishes to adopt May 1st, 1902.

Please bring them before your association, and oblige.

Respectfully yours,

L. U. NO. 87, *W. D. KAIFER, Secy.*

ARTICLES OF AGREEMENT.

Between Master Plumbers' Association and Local Union No. 87, Journeymen Plumbers, Gas and Steam Fitters, to be in effect on and after the first day of May, 1902, and so to remain for a period of one year.

It is hereby agreed by the above named associations to be governed as follows:

APPRENTICES.

There shall not be more than one apprentice for every three journeymen plumbers (or fraction thereof) who have worked four years or over at the trade.

When an apprentice is taken on in any shop, the employing master plumber will notify Local Union No. 87 in writing, giving name, age and address of said apprentice, together with the date on which he started to learn the trade.

Local Union No. 87 will in return acknowledge the receipt of same, together with his proper registration, and will also furnish apprentice with an apprentice card.

Apprentices, who have not served three years from date of registration by Local Union No. 87, will only be allowed to work as an assistant to journeymen, but may upon the completion of his third year, be given tools and used as a journeyman, and shall receive \$2.00 per day.

Apprentices who have served four years at the trade from date of registration, must be given tools and will be classed as journeymen, and shall receive wages as follows:

WAGES.

Journeymen working from their 4th to 5th year at the trade shall receive not less than \$2.50 per day.

Fifth to sixth year at the trade shall receive not less than \$3.00 per day.

After 6th year shall receive not less than \$3.50 per day.

HELPERS.

A helper may be employed on a job of steam or hot water fitting only when absolutely necessary.

A helper thus employed will be allowed to work on said job as a helper until same is completed and then his services are to be dispensed with; no other helper will be allowed.

PIPE CUTTING.

All pipe 2 inches or under that is to be used by journeymen plumbers is to be cut by journeymen plumbers (except) in case of extreme necessity when satisfactory arrangements can be made between foreman and shop steward.

HOURS OF LABOR.

Eight hours shall constitute a day's labor as follows: Between the hours of 7:30 A. M. and 12 A. M., also 1 P. M. to 4:30 P. M. sun time.

OVER-TIME.

Over-time to be paid at the rate of one and one-half time with the exception of Saturday night, Sunday, Sunday night, New Year's Day, Decoration Day, July Fourth, Labor Day, Thanksgiving and Christmas, which is to be double time.

Respectfully,

LOCAL UNION NO. 87, W. D. KAIFER, *Secy.*

WM. SMOKER, *Pres.*

The Master Plumbers not only objected to the proposition of the Journeymen, but positively refused to enter into the proposed agreement, although no formal reply was made thereto, until the latter part of April, when they presented to their employees the following counter proposition:

PROPOSITION OF MASTER PLUMBERS.

Articles of agreement between the Local Journeymen and Master Plumbers' Association of Mahoning Valley. Said agreement to be in effect on and after the first day of May, nineteen hundred and two (1902), and so to remain for a period of _____ years.

APPRENTICES.

There shall not be more than one apprentice for every three journeymen plumbers (or fraction thereof) who have worked four years or over at the trade. Apprentices who have not served three years from time of beginning will only be allowed to work as an assistant to journeymen, but upon the completion of his third year may be given tools and used as a journeyman, providing he receives for such work twenty-five cents per hour. Apprentices upon their completion of the fourth year at the trade will be given tools and classed as a journeyman.

HELPERS.

A helper may be employed on a job of steam or hot water fitting only when necessary. A helper thus employed may work on said job as a helper until same is completed and then his services are to be dispensed with.

PIPE CUTTING.

All 2-inch pipe or under that is to be used by journeymen plumbers, is to be cut by journeymen plumbers, except in cases of extreme necessity, when satisfactory arrangements can be made between foreman and shop steward.

OVER-TIME.

Over-time will be paid for at the rate of 1½ time, with the exception of Saturday and Sunday nights, New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving and Christmas Days, which will be paid for at the rate of double time.

WAGES.

Journeymen's wages will be paid as follows:

Journeymen from fourth to fifth year at trade	30 cts. per hour
Journeymen from fifth to sixth year at trade	35 cts. per hour
Journeymen from sixth year at trade	40 cts. per hour

Number of hours to be worked per day by journeymen will be the same as the hours worked by the journeymen of the several different branches of the building trades. Apprentices will be required to work ten hours per day unless he is working as a journeyman from his third to his fourth year at the trade, in which case he will work the same hours as a journeyman.

UNIONISM.

Master plumbers shall not employ journeymen plumbers who are not members of the Journeymen Plumbers' Association, neither shall journeymen plumbers work for master plumbers who do not belong to the Master Plumbers' Association; this rule is mutually agreed to.

GRIEVANCES.

If any grievance shall come up which would cause friction (between Journeymen and Master Plumbers) it should be talked over immediately between shop steward and shop foreman before any definite action is taken.

Signed,

The men refused the offer of their employers and as neither side was disposed to modify their demands, the journeymen ceased work on May 1st, the old agreement having terminated the day previous.

The journeymen contended that the agreement they proposed was the same as last year, except that it provided for an eight hour day instead of nine hours as heretofore; that, as the building contractors and also many employers in manufacturing business were now operating on an eight-hour basis, the Master Plumbers should concede the same to their employes; that the demand for a shorter work day without reduction in pay was justified by the increase in rent and cost of household necessities; and if granted, they would still receive less than

was paid for the same class of labor in many other places. The Journeymen further claimed that as the relations between them and the Master Plumbers under the former agreement had been mutually satisfactory, there was no good reason why they should not renew it and resume operations.

The Master Plumbers declared that they could not enter into an agreement which gave employes the right to fix the number of hours they should work, the wages they should receive, starting and quitting time, number of apprentices to be employed, conditions under which apprentices and helpers should work, etc.; that while they signed an agreement last year, they did so against their better judgment, and to avoid labor trouble; that after being on a strike several weeks the journeymen intimidated the apprentices and forced them to leave their employment and in various ways had seriously interfered with the operation of the business; that they did not object to the union, on the contrary, they were willing to recognize and deal with it and pay union wages, provided the journeymen would give them a fair and reasonable day's work and withdraw obnoxious shop rules, and not interfere with apprentices.

While the parties did not reach a settlement at the conference on June 6th, they continued to meet together from time to time until Saturday, June 14th, when the following agreement was entered into.

ARTICLES OF AGREEMENT.

Between _____ and Local Union No. 87, Plumbers, Gas and Steam Fitters to be in effect from _____ 190— to May 1st, 190—.

1. There shall not be more than one apprentice for every three journeymen plumbers (or fraction thereof) who have worked four years or over at the trade.
2. Apprentices who have not worked three years at the trade will only be allowed to work as an assistant to journeyman, but upon the completion of his third year may be used as a journeyman, provided he received \$2.00 per day.
3. Apprentices who have served four years at the trade will be classed as journeymen and shall receive wages as herein provided.
4. A helper may be employed on a job of steam or hot water fitting when necessary. A helper thus employed may work on said job as a helper until same is completed and then his services are to be dispensed with. No other helpers will be used.
5. All pipe 2 inches or under (that is to be used by journeymen plumbers), except in cases of extreme necessity, when satisfactory arrangements can be made between master plumber or foreman and shop steward.
6. Over-time will be paid for at the rate of one and one-half time, with the exception of Saturday nights, Sundays, Sunday nights, New Year's Day, Decoration Day, July Fourth, Labor Day, Thanksgiving and Christmas Day, which will be paid for at the rate of double time.
7. Journeymen's wages will be as follows: Journeymen from their 4th to 5th year at the trade will receive not less than \$2.50 per day; Journeymen from

5th to 6th year at the trade shall receive not less than \$3.00 per day. Journeymen after 6th year at the trade will receive not less than \$3.50 per day.

8. Eight hours will constitute a day's labor for journeymen and apprentices who working as journeymen from their third to fourth year at trade.

9. In case any grievance should come up which would cause friction between journeymen and master plumbers, it shall be talked over immediately between master plumber or foreman and shop steward before any definite action is taken.

Signed.

Committee of Local Union No. 87.

Master Plumber.

Shop Steward.

The strike was declared off on Saturday, June 14th, and all the old hands returned to work on Monday morning.

COLUMBUS BRICK AND TERRA COTTA COMPANY.

UNION FURNACE.

Having been reliably informed of a strike at the works of the Columbus Brick and Terra Cotta Company, located at Union Furnace, and employing 140 men, the Secretary visited the locality on Friday, July 11th, and found the plant closed for the reason stated.

With a view of ascertaining the facts and upon request, a conference was held between the representatives of the men, the company and the Secretary of the Board. We were informed that on Monday, July 7th, the manager discharged eight men because of their failure to report for duty on Saturday, July 5th, without offering any excuse or explanation therefor. Not all workmen were discharged who did not work on July 5th, but only those who did not explain their absence. Upon hearing that certain employes had been discharged, the representatives of Local Union No. 97, International Brick, Tile and Terra Cotta Alliance, which had recently been organized, and to which about one-half the men belonged, called on the company to investigate the matter. They were fully informed on the subject and substantially agreed with the manager that the men had given cause for removal. ~~The company~~ declined to reinstate the discharged men, and this being made known, all workmen, except the burners, immediately ceased operations and declared a strike. On Tuesday, July 8th, the representatives of the union again met with the officers of the company and requested the reinstatement of the discharged men. At this meeting the company proposed to submit the question of reinstatement to the

employees to decide by secret ballot and agreed to accept the result, which was rejected by the men. The company next offered to arbitrate the matter, the men and company to each choose one arbitrator and the two thus selected to choose the third and both parties to accept the decision. This was also refused by the union, which insisted upon the reinstatement of all discharged men.

Up to this time the burners continued to fire the kilns which were filled with bricks in process of burning. It was rumored that the burners would be called out, and the company gave notice that if such a step was taken, the above propositions would be recalled and all negotiations would be at an end, but notwithstanding such notice the union ordered the kiln burners to cease work on the afternoon of July 8th, and thus ended all intercourse between the parties until the Secretary arrived at Union Furnace on July 11th.

It was claimed by the representatives of the union that the company was opposed to organized labor and that the discharge of so many men at one time, so soon after the formation of their union, was a direct blow at their organization for the purpose of disrupting and destroying it, and, therefore, in order to preserve their union, they were justified in going out and continuing the strike until the company would reinstate the discharged workmen.

On this subject the officers of the company gave positive assurance that they were not unfriendly to labor unions; that employees had the right, and were at liberty to join such organizations, as they may desire; that for many years the relations between the men and the company had been harmonious and would continue so, whether the employees were organized or not, so long as they would show that consideration for the company which it desired to extend to them. In the present controversy the company asserted it had been fair towards its employees; that, notwithstanding certain workmen were discharged for good and sufficient reasons, it had expressed a willingness to submit the question of their reinstatement to disinterested arbitrators, or to the employees to decide by secret ballot, and in either case to accept and abide by the result; that the men having rejected these reasonable offers and called off the kiln burners and thereby not only prevented the burning, but endeavored to destroy the bricks they were paid for making, it was fully warranted in declining further negotiations and refusing to reinstate the discharged men.

Having learned the cause of the strike and the attitude of the parties toward each other, and being convinced that the men were mistaken in their conclusions when they rejected the offers of the company, and believing that the union would reconsider its action and the company would yet agree to arbitrate rather than continue the struggle, the Secretary requested a meeting of the workmen, which was held on July 12th, and was attended by employees generally, whether union or non-

union men. At this meeting the Secretary endeavored to show wherein they had erred in going on strike without previous notice and opportunity for conciliation or arbitration, also in calling off the kiln burners and refusing the propositions of the company, either of which would have settled the controversy and urged them to reconsider their action, arbitrate all matters of difference and resume operation. This appeal was unavailing and by a unanimous vote they decided to continue the strike for the reinstatement of the men. This being made known to the company, the employees were ordered to report at office on July 15th, when all hands would be paid in full and notice given that the plant would remain closed until the men would reconsider their action and accept the terms of the company.

The strike was of short duration and while it was not formally declared off, some of the men immediately returned to work and within a few days the plant was in full operation.

THE SNYDER & SON COMPANY, BENT WOOD WORKS.

PIQUA.

On July 21st, the members of Local Union No. 134, Amalgamated Association of Wood Workers, employed at the bent wood works of The Snyder & Son Company, Piqua, about sixty in number went on strike for the recognition of the union.

The Secretary of the Board visited the locality at once and put himself in communication with the company and the representatives of the union. From the best information at hand we learn that shortly before the strike about one-third of the hands employed by The Snyder & Son Company organized a branch of the Amalgamated Association of Wood Workers, and desired the management to recognize and deal with said organization or its officers or committees in all matters affecting the interests of the workmen.

On Monday morning July 21st, a committee representing the union presented to the company the following document for its acceptance and signature.

AMALGAMATED WOOD WORKERS' UNION NO. 134.

PIQUA, OHIO, July 21st, 1902.

We hereby agree to make this a union shop, to employ union labor when in our power to do so; when not, to employ whoever we see fit with the understanding that this is a union shop.

(SIGNED BY COMMITTEE.)

The company declined to accede to the above demand but stated to the committee that it had no objection to the employees belonging

to a labor union, they were free to join such societies as they desired, so long as they did their work properly. The committee reported back to the men and within a short time the union workmen to the number stated ceased work and declared a strike.

The management say, that for several weeks previous to the strike, certain employes had neglected their duties by gathering in groups about the factory during working hours, agitating the question of unionism, thus violating the rules and interfering with the operation of the plant; that the union men continually annoyed the non-union workmen, rendering it difficult for them to attend to their work, that while the company had no objection to labor unions and conceded the right of its employes to join such organizations, it could not permit them to agitate the cause of unionism during working hours, or in any other way disturb or prevent the successful operation of the works, and would not make it a union shop or discharge the non-union men as the committee had demanded; that the management would not discriminate in favor of or against either union or non-union workmen, and notwithstanding the men went on strike without previous notice, if they desired, they could, so far as vacancies existed, return to their former situations.

It was stated by the men that for a long time before the strike there was general discontent among the hands; that they were required to perform more work and for less pay than was customary in other like establishments; that in order to accommodate the company, they frequently worked until late at night without receiving extra pay for such overwork; that the superintendent oppressed the workmen, imposing heavy tasks upon them beyond their power to perform, and was gruff, disrespectful and insulting in his dealings with them and in order to protect themselves against further unjust treatment they organized a branch of the Amalgamated Wood Workers Union; that soon after the union was instituted, the management suspended and discharged several of its officers and members and in various ways tried to disrupt their organization; that while they disclaimed any desire to interfere with the rights of the company, and had not made any request for higher wages or shorter hours, they demanded the right to organize for self-protection and also demanded the recognition of their union and the reinstatement of the discharged men.

The Secretary endeavored to arrange a friendly meeting between the union committee and the management, but the company declined to participate in such meeting, and, therefore, our efforts in that direction were unavailing.

We were informed that about two-thirds of the men continued at work and while the factory was at that time being operated at a disadvantage the company declared its purpose to maintain the stand it had taken and would employ new men in place of those on strike.

Finding no opportunity to conciliate matters, and as neither side would agree to arbitration, and as the men had quit without notice, and feeling assured they were engaged in a hopeless struggle, we advised that they return to work. This advice was not heeded and the strike continued. The manager engaged new men and the old hands or their friends would persuade them to leave. Finally the company appealed to the court, secured an injunction, restraining the strikers from picketing, or in any way interfering with the employes or the operation of the factory. As a result, some of the old hands returned to work while others found employment at other places.

We were informed that the strike was not formally declared off, and while the company had considerable difficulty in operating the plant it finally secured a full force of workmen.

CAMDEN INTER-STATE RAILWAY COMPANY.

IRONTON.

On Saturday evening, August 2d, the Secretary was informed that a strike had been ordered on the Camden Inter-State Railway Company, operating a line of electric cars at Ironton.

Without waiting to learn the particulars as to the cause of the threatened strike, and realizing that such a movement would cause public inconvenience and interfere with general business, the Secretary visited Ironton at once, arriving there on Sunday morning, August 3d, and found that portion of the system of the company operating in Ohio completely tied up.

It was learned that the company operated electric cars between Hanging Rock and Coal Grove, a distance of seven miles, in this state, thence by ferry to Ashland, Kentucky, and from there by electric line to Guyandot, West Virginia, a total distance of about twenty-five miles, and employed about 150 motormen and conductors, one-third of whom operated on the Ohio division. While the trouble extended over the entire system of the company, the Board had no jurisdiction beyond the State line, and, therefore, your representative did not take cognizance of the difference between the company and the men operating in Kentucky and West Virginia. Besides this the employes on the Ironton division were willing to co-operate with us in promoting a settlement for themselves, believing that such a settlement would be accepted all along the line.

The Ohio branch of the road extended through an industrial community, thoroughly organized and public sentiment was almost unanimous in favor of the strikers. On arriving at Ironton the Secretary found the men on strike, the road tied up and the public peace endangered. Early in the day the company attempted to run cars with

non-union men, but without success, as the friends and sympathizers of the old hands made it so unpleasant for them that they abandoned the cars, leaving them at different places along the line. These cars attracted crowds of people, caused great public excitement and tended to disorder; and on the advice of the Secretary they were taken to the barns by the leading members of the union.

The motormen and conductors were members of Division No. 225 Amalgamated Association of Street Railway Employes of America, and had the sanction and support of their national organization. No difficulty was experienced in arranging a conference. Each side cheerfully yielded to our request for such meeting, which was held within a few hours after we reached the scene of the trouble, and continued until after midnight and was attended by the attorneys for the company, the officers of the union and the Secretary of the Board.

The men presented certain grievances, claiming that they were subjected to gruff and ungentlemanly treatment by the superintendent; that his conduct toward them was insulting, offensive and humiliating and tended to disturb the friendly relations they desired with the company; that the brakes were not kept in good working order, thus rendering it exceedingly difficult for motormen to properly man the cars; that since the formation of the union, motormen and conductors had been suspended and discharged without cause, or any reason being given therefor, and were not permitted to speak in their own defense; that the superintendent was arbitrary in all his dealings with them, he would not hear their grievances, and finding no other means of redress they unanimously resolved to strike for the reinstatement of the discharged men and the recognition of the union. The men further stated that they desired pleasant relations with the superintendent and the company and if given proper treatment would render satisfactory service.

The representatives of the company explained to the men the importance and necessity for proper rules and discipline in the operation of the road in order to guard against accident and protect and serve the general public; that when properly understood, the rules governing employes were not arbitrary, but absolutely necessary for the best interests of all concerned; that the company was not aware that men had been unjustly suspended or discharged, or denied a hearing, or that their grievances had not received due consideration, or in any manner had been unjustly or unfairly dealt with; that the foreman and superintendent of the company were required to be just and respectful in dealing with employes and if at any time the men desired to do so, they could present their grievances through committees or otherwise to the president or other general officers of the company, who would give the subject proper attention; that there was no objection on the part of the company to labor unions, men could join unions or other organi-

zations as they desired without discrimination or in any manner jeopardizing their situations; that the company was anxious for harmonious relation with all its employes, it desired good men, good service and in return would assure good treatment.

After the foregoing statements and explanations had been made and each side gave assurance of its desire and purpose to be fair with the other, it was verbally agreed between them that the discharged men should be returned to work. A mutual understanding was also reached as to other matters that was satisfactory to all concerned and the strike declared at an end in less than twenty-four hours after it was inaugurated.

The officers of the union at once endeavored to put themselves in communication with the motormen and conductors and as far as it was possible to do so had all the cars running on schedule time on Monday morning.

In this connection it affords me pleasure to say that from the beginning to the end of the conference the representatives of the union and the company manifested due regard for the rights and welfare of each other. If the same commendable spirit was shown by employers and employes generally, strikes and lockouts would soon be reduced to a minimum.

CAMDEN INTER-STATE RAILWAY COMPANY.

IRONTON.

(SECOND STRIKE.)

On the return of the Secretary of the Board from Ironton on Monday, August 4th, he received a telegram from the executive officer of the union of street railway employes at Ironton, informing him that the strike of motormen and conductors on the Ohio division of the Camden Inter-State Railway Company, had been renewed and requesting his immediate return.

On arriving at Ironton on Tuesday, August 5th, it was learned that through some misunderstanding, the settlement made at Ironton on Sunday night, August 3d, did not apply to and was not accepted by the company and the employes on the Kentucky and West Virginia divisions of the road, and in consequence the motormen and conductors on those divisions continued the strike, and on Monday the men on the Ohio division went out in sympathy with them, which caused a general tie up of the entire system, from Hanging Rock, Ohio, to Guyandot, West Virginia.

Immediately on learning of the situation, the president of the company requested a conference with the representative union men at Ironton. The meeting was held at the general office of the company

at Huntington, West Virginia, on Tuesday, August 5th, when the company submitted the following proposition:

HUNTINGTON, W. Va., August 5th, 1902.

TO THE EMPLOYEES OF THE CAMDEN INTER-STATE RAILWAY COMPANY:

GENTLEMEN:—Feeling that the interests of all the men connected with the Camden Inter-State Railway Company are identical, I desire to restate to you the position of the company on the matters about which there seems to be a misunderstanding.

At the request of a committee of yourselves, to over-look and forget the charges against the men who have recently been discharged, I told your committee that if that was the will of the employees of the company I would gladly restore all of the men who had been discharged, except those who are unworthy or incompetent men. That committee took around a petition to that effect and most of the employees signed it, making the request, and immediately the company began, as fast as circumstances would permit, a restoration of the discharged employees.

Now I desire to reiterate and restate to you the position the company has maintained and expects to maintain in the future, respecting its attitude towards all of its employees.

First. The company has no objection to any man in its employ joining and becoming a member of any union, church, society or political party. The company will not ask you to join a union or not to join it, this it leaves entirely to your discretion, and if you desire to join a union, or any other society or political party, no discrimination has been, or will be made against you for that reason. If, on the other hand, you should decide not to join a union, society or political party, the company will not discriminate against you by reason of that fact. It is the purpose of this company to know no difference between its employees on account of their belonging or not to any union, church, society or political party.

Second. The officers of this company will not only receive but invite its employees, at any and all times to come and discuss any and all matters which are to the interests of the company and its employees. It makes no difference whether it be a single employee or a committee of employees we shall always be ready to receive you; and if there is anything pertaining to your welfare or that of the company, which you desire to take up with the management of the company, I invite you to come at any and all times, whether you come individually or as a committee or in a body if you so desire.

Third. Coming to the matters, about which there seems to be some misunderstanding, I desire to restate to you what I told your committee some days ago, and that is, that out of consideration of the request made by you, the company will restore to their former position, all of the recently discharged employees, regardless of the fact as to whether they have been union or non-union men, who are worthy and competent men. In this restoration there will be no discrimination made against any man who has recently been discharged. As soon as any such men report for duty they shall be assigned their former places, and in determining who are worthy and competent men, the company will overlook any causes, upon which the men have been discharged, except such causes as go directly to their worthiness and competency.

Fourth. I desire to state further that if there are any men who have been discharged, who in the opinion of the management of the company, ought not to be restored by reason of their unworthiness or incompetence, I propose to

any such men that they select either the Governor of the State or any member of the Supreme Court, and let the man who is so selected by them come and make an investigation and determine whether such men were discharged for good and sufficient cause, and if the man so selected by such men shall determine that the men discharged are worthy and competent men, then immediately thereafter the company will restore to their former places all such men. Whoever such men may select, as aforesaid, to make said investigation, shall make it in his own way and as he may determine.

I desire to assure you that the company entertains the most kindly feeling for its employes, regardless of any misunderstanding that has heretofore existed between us and feel confident that you reciprocate the same kindly feeling in all your dealings with the company.

Very truly and sincerely yours,

(Signed)

JOHN GRAHAM,

President of The Camden Inter-State Railway Company.

Acting upon the above offer, the following resolution has been adopted by Division No. 225 of the Amalgamated Association of Street Railway Employes of America:

Resolved, That we, the employes of The Camden Inter-State Railway, meeting the management of the said railway in the same spirit of solicitude for the business interests of the towns upon the line, manifested by the management, and having full faith and confidence in the President, John Graham, and pledging ourselves to endeavor to make our future relations mutually pleasant and profitable, do accept the offer of settlement.

(Signed) WM. CASSLER, *President.*

J. D. JONES, *Vice President.*

SYRACUSE COAL AND SALT COMPANY.

SYRACUSE.

On September 23d, we received notice of a strike at the works of the Syracuse Coal and Salt Company, located at Syracuse, Meigs county, and employing 150 men in the manufacture of salt and mining coal, with a request that the Board endeavor to adjust the matters in dispute.

Upon visiting the locality we were reliably informed that the strike had been going on for two months or more and was for an increase from $2\frac{1}{2}$ to $2\frac{3}{4}$ cents per bushel for mining coal; and that about 500 men employed at other mines in the "Pomeroy Bend" and vicinity were also on strike for the same cause.

The Syracuse Company seemed willing to meet and negotiate with the representatives of the miners' union, and if necessary to a settlement would also agree to arbitrate the question of wages.

On the other hand the miners declared that on account of the increased cost of living and the advance in the selling price of coal,

they were fully justified in demanding an increase in the price of mining; that certain operators in the district were paying the advanced rate and rather than arbitrate, or enter into any negotiations looking to a compromise, they would continue to strike until such time as the operators would accede to their demand for $2\frac{3}{4}$ cents per bushel.

On account of the determined attitude of the miners, the efforts of your representative to conciliate matters were ineffectual and for the time being he suspended further efforts in that direction but kept in touch with the situation and ready to render such service in the case as circumstances might require.

The strike continued without any material change until about October 9th, when we were reliably informed that all the operators in the "Pomeroy Bend" had resumed operation at the advanced rate.

THE CONSOLIDATED COMPANY.

CAMBRIDGE.

On Friday, October 10th, the Secretary was informed by Federal Labor Union No. 7320, of a strike of the employees of The Consolidated Company, operating a line of electric street cars in the city of Cambridge and endeavoring to extend its line to other adjacent towns.

From the best information obtainable it appears that the men employed by the contractors in building the road within the city limits went on strike early in the year for higher wages and better conditions. Being unable to adjust the difficulty, the matter was brought to the attention of the Guernsey Valley Trades and Labor Assembly on Tuesday evening March 12th, when the representatives of the railway company and the contractors were present and the following agreement entered into and the men resumed work, although the conditions were not entirely acceptable to them:

"The Federation of Labor ask that the Street Railway Company take the men back on the work as fast as there is a place for them at one dollar and fifty (\$1.50) per day of nine hours work, and agree to furnish all the men the company want until the entire contract is finished, and they (The Federation of Labor) agree not to ask more than that amount for nine hours work. The Railway Company ask that The Federation of Labor dispense with all walking delegates and agents talking to or disturbing the men while at work, but said walking delegates or agents have permission to talk to and induce the non-union men to become union men if they can. The contractors further agree that all the men employed from this date, Tuesday, March 12th, 1902, shall be union men."

Soon after the above settlement was made, the union adopted a scale of prices, providing for \$1.75 per day for such work as the railway company required, and which was later on adopted by the city council

as the rate to be paid by the city for public work. Within a short time after the adoption of the new scale of wages by the union, and the city authorities, the workmen declared the company had violated the agreement of March 12th, by employing non-union men on construction work, and, therefore, they were no longer bound by said agreement and refused to continue work unless the company would pay the scale rate of \$1.75 per day. This being refused, the men again ceased work and declared a strike.

While both parties seemed to be somewhat at fault, as to the cause of the second strike, neither side was willing to take the steps necessary to reach a mutual understanding and in consequence the difficulty continued without material change until the Secretary of the Board appeared on the ground on Friday, October 10th. In the meantime the contractors were operating under such disadvantage as usually attend strikes and lockouts, new men were hired and the old hands or their friends or sympathizers would persuade them to quit. A portion of the road within the city limits had been completed and while the company operated a few cars, the people generally withheld their patronage. Such was, and had been the situation for considerable time before the matter was brought to the attention of the Board.

The Secretary attended a meeting of Federal Labor Union No. 7320 on the evening of October 10th, and on his urgent request a committee was appointed and given full power to negotiate a settlement. The following day a conference was arranged between the representatives of The Consolidated Company and the union and the parties at once entered upon negotiations for the adjustment of their differences.

The union claimed that inasmuch as the city of Cambridge was at that time paying \$1.75 per day for labor, there was no good reason why the company should not pay the same rate, and also unionize the road. The company objected to paying \$1.75 per day, for the reason that day laborers employed at the rolling mill, tin mill and other manufacturing establishments in the city were paid a lower rate and as it was admitted that both parties had violated the March agreement, it was not fair that it should bear all the responsibility for the trouble, but rather that each side should be willing to make some concessions in order to settle their differences.

After considerable discussion an understanding was reached and the following agreement entered into and signed in the presence of the Secretary of the Board, and the strike was immediately declared off.

It is hereby agreed between H. O. Barber, Wm. Moss and associates and Local Union No. 7320 of the city of Cambridge, that the price of day labor on construction work in building the electric railway to the corporation line shall be \$1.62½ per day.

It is further agreed that H. O. Barber, Wm. Moss and associates shall have the right to retain their present employes and shall use their influence to induce said employes to join the union. All men employed hereafter to complete the contract shall be union men.

Signed this 11th day of October, 1902.

H. O. BARBER,
WM. MOSS.

A. W. TINGLE,
W. H. TURNER,
C. J. BRAMHALL,
Committee Labor Union No. 7320.

MACBETH-EVANS GLASS COMPANY.

TOLEDO.

On October 15th, the Board was informed of a strike of glass workers employed at the factory of Macbeth-Evans Glass Company, manufacturers of lamp chimneys located at Toledo and employing about 250 hands. The Secretary visited the works and was informed by the representatives of the company, that, in addition to the works at Toledo, the firm also operated factories at Pittsburg and Charleroi, Pa., and Elwood and Marion, Ind.

During the summer stop the Lamp Chimney Manufacturers and the American Flint Glass Workers' Union entered into an agreement as to the rules that should govern in the operation of the factories for a period of two years. The works at Charleroi, Pa., and Toledo resumed operation about October 11th, and almost immediately afterwards a dispute arose as to the proper interpretation of the "skimming rule," the workmen insisting on the enforcement of "3 skims" while the employers demanded "7 skims." Being unable to agree the men gave notice that they would work out the glass that was filled in and would then cease work until the matter could be settled, and on Tuesday, October 14th, the workmen left the factory.

While we had nothing to do with the situation as it relates to other places outside of Ohio, we will state that the conditions existing at the Toledo factory also applied to Charleroi, Pa., and on account of the misunderstanding referred to, the works at Pittsburg, Pa., and Elwood and Marion, Indiana, had not resumed operation.

Further investigation developed the fact that the dispute was not between the management and workmen of the Toledo factory, but between the Lamp Chimney Manufacturers and the American Flint Glass Workers' Union, and that all glass works manufacturing lamp chimneys were involved in the controversy. It was further made known to us that the relations between the two organizations were mutually pleasant and at the time of our visit to Toledo negotiations were pending which gave promise of an early settlement.

Within a few days an adjustment satisfactory to all parties was reached and all the factories of the Macbeth-Evans Glass Company resumed operation.

COREMAKERS.

CINCINNATI.

Being informed of a strike of coremakers at Cincinnati, the Secretary of the Board visited the locality and was informed by the official representative of the strikers that the movement commenced on October 20th, and involved the following establishments:

Eureka Foundry Company, 12 coremakers.
Globe Foundry Company, 3 coremakers.
Oberhilman Foundry Company, 12 coremakers.
Hoefinghoff & Law Foundry Company, 12 coremakers.
Phoenix Foundry Company, 5 coremakers.

The Secretary was also informed that other foundries outside of the State were involved in the controversy with the Coremakers' Union, but as the establishments were beyond our jurisdiction, we refrain from making any report concerning them.

Further information from the representatives of the Coremakers was that on or about October 1st, a committee authorized by Local Union No. 6, called on the proprietors or the managers of the several shops and requested that core rooms be unionized and that in the employment of apprentices the shops shall be governed by union rules, providing one apprentice for each shop and one for every eight journeymen employed and that all apprentices in excess of that number be discharged; that the foundrymen made no reply to the above request and on October 16th, the union again demanded that the shops conform to union rules regulating the employment of apprentices, and this being refused, the coremakers employed in the establishments above named ceased work on October 20th; that the union officials desired an amicable settlement of the trouble and to this end had requested a meeting with the officials of the Foundrymen's Association but without success; that they were ready to confer with the employers with a view of adjustment and, if necessary, would consider reasonable concessions in order to reach a friendly understanding.

The foundrymen stated that about October 1st, a committee representing the Coremakers' Union presented a demand that union rules should operate in the employment of apprentices—that is, one apprentice for the shop and one apprentice for every eight journeymen that the demand was unjust, for the reason that apprentices were employed with the distinct understanding that they were to work for a period of four years learning the trade of coremaking, some of them have worked at the business for a considerable time, while others would finish their time in a few months; that they were under obligations to continue the employment of the apprentices during the four years' term and accede

to the demand of the coremakers and discharge all apprentices over a certain number would be a violation of good faith and honor; that the coremakers had worked with the apprentices in the past and there was no good reason why they should not continue to do so

It was also stated by the foundrymen, that soon after receiving the above demand they sought a conference with the coremakers, hoping thereby to reach an understanding with them, but their requests for friendly negotiations were ignored, or refused; that they proposed to the coremakers that all apprentices working at that time should be allowed to finish their time and afterwards the shops would operate under union rules, which was also refused; that as the workmen or their official representatives had declined to attend friendly meetings with a view of adjustment and had also rejected a fair and reasonable offer of settlement and gone out on strike without good cause, the foundrymen felt justified in recalling the above proposition and declining further negotiations on the subject.

The Secretary endeavored to bring the parties together in friendly intercourse, but without success. The representatives of the coremakers felt that such a meeting would lead to an adjustment and, therefore, they not only desired but were anxious for a conference with the foundrymen.

The employers declined to enter into any negotiations, whatever, claiming that before the beginning of hostilities, they had exhausted all efforts to reach a friendly understanding and that as the coremakers had refused a reasonable offer of settlement and had brought about the strike without sufficient cause, they must bear the responsibility for their own action.

Being unable at that time to arrange a conference between the parties, the Secretary suspended further efforts in that direction until about the middle of November, when the Chairman and Secretary of the Board visited Cincinnati and spent several days in earnest endeavors to harmonize the differences between the coremakers and their employers, but without avail. The foundrymen refused all requests or overtures looking to any dealings or settlement with the Coremakers' Union, and the workmen refused to negotiate with the foundrymen except in their organized capacity.

Failing to induce an adjustment by mediation or conciliation the Board endeavored to persuade the parties to submit the matters in dispute to arbitration which they also declined. The movement had settled down to a question of endurance and the usual strike methods employed, the management securing new men and the old hands and their sympathizers persuading them to quit. The strike had been going on for several weeks when the foundrymen appealed to the courts, secured an injunction against the strikers, prohibiting them from con-

gregating about their establishments, or interfering with the men at work and providing that only one man may picket the works.

Having for the time being exhausted its efforts to bring about a mutual understanding between the parties and as they refused to arbitrate their differences, the members of the Board retired from the situation but continued to hold themselves in readiness to render any service that conditions or circumstances might permit.

NATIONAL STEEL COMPANY.

MINGO JUNCTION.

On November 10th, we received official information as provided in Section 13, of the law, that the machinists employed by the National Steel Company, located at Mingo Junction, were on strike. Your representative visited the locality and was informed by the committee representing the machinists that on Tuesday, November 4th, and acting under instructions of the union, the committee presented to the management a scale or agreement to govern wages, hours of work and the employment of apprentices, and to which they desired the company to make answer by November 15th; that the same form of agreement had also been submitted to the La Belle Iron Works, employing 40 men, Means Foundry and Machine Company, employing 5 men, and James Irwin, employing 1 man, all of whom were located at Steubenville, and were acting with the National Steel Company in the matter; that three days after presenting the scale, the chairman of the committee was discharged, whereupon the machinists requested his reinstatement, which, being refused, the men, 17 in number, went on strike; that the discharged workman was desirable and competent and had given no cause for removal and was discharged because of his activity in the union.

Having received the above information the Secretary visited Steubenville and learned officially that while the La Belle Iron Works, Means Foundry and Machine Company, and James Irwin had each been requested to enter into the proposed agreement, the several firms and the machinists in their employ were acting independent of each other and, therefore, could not be regarded as "several employers co-operating with respect to any such controversy or difference," or as "aggregations of employes of several employers so co-operating," as provided in Section 4 of the statute, authorizing the Board.

These facts were made known to and accepted by the committee representing the striking machinists at Mingo Junction, and as only 17 men were involved in the strike the Board had no jurisdiction and took no further action in the matter.

LABELLE IRON WORKS.

STEUBENVILLE.

The investigation by the Board of the strike of machinists employed by The National Steel Company, at Mingo Junction, elicited the information that certain differences existed between the La Belle Iron Works, located at Steubenville, and the machinists in its employ and which would probably lead to a strike or lockout, unless a satisfactory understanding was reached.

The Chairman and Secretary of the Board visited Steubenville on November 11th, and at once put themselves in communication with the company and the men. It was learned that the "La Belle" was one of the largest manufacturing establishments in the State, employing almost 2,500 hands, and while only about 45 machinists were involved in the dispute with the company, a failure to agree would not only seriously interfere with the operation of all other departments, but might cause the entire works to close down.

Upon inquiry it was learned that on November 4th, a committee representing Local Union No. 506 International Association of Machinists presented to the company the following proposed agreement:

STEUBENVILLE, OHIO, October 31, 1902.

At a regular meeting of Local Union No. 506, International Association of Machinists, it was unanimously agreed to make the following request.

1. That nine hours shall constitute a days work.
2. That the rate of pay for said nine hours, shall be the same as is now paid for ten hours work.
3. That fifty-four hours shall constitute a week's work for day and night turn; night men working 10.8 hours on Monday, Tuesday, Wednesday, Thursday and Friday; and day men working from 7 A. M., until 12 M., and from 12:45 P. M. until 5 P. M., Saturday afternoon excepted, which shall be from 12:45 P. M., until 3:30 P. M.
4. That over-time rates be paid after the regular day at the rate of time and half time, for all over-time, excepting from Saturday at 4 P. M., until Monday at 6 A. M., which shall be paid at the rate of double time.
5. That machinists' work shall be done by machinists or apprentices to the trade.
6. That no more than one apprentice shall be employed by the company for each five machinists, and one apprentice additional for the shop.
7. That double time shall be paid for the following holidays: Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas.
8. That Local Union No. 506 of the International Association of Machinists be officially recognized.

That your answer to the above request be returned to Local Union No. 506

of International Association of Machinists, on or before the 15th day of November 1902.

To the La Belle Iron Works.

CHARLES KLINE,
E. H. KERNS,
WM. CRAIG,
GEO. H. NICHOLS,
JAS. A. ROBINSON,
Committee.

Up to the time of our visit the company had made no answer to the above request. The machinists of Mingo Junction, an adjoining town, were on strike and this fact tended to aggravate the situation at Steubenville, and cause unrest and discontent among the men.

At the request of the Board the committee representing the machinists of the La Belle Iron Works and the president of the company attended a conference to consider the matters of difference between them.

The men claimed that establishments employing machinists at other places recognized their union, operated on a basis of nine hours per day, paid the union scale of wages and observed the general rule regulating the employment of apprentices, and there was no good reason why the same conditions should not apply to the La Belle Iron Works.

It was explained by the company that it was not in the same class with the shops referred to and did not compete with them; that the La Belle was strictly a steel manufacturing plant and was paying the machinists higher wages than other similar establishments in that district, and felt that the workmen should be satisfied and not ask the company for better pay or conditions than obtained in competing mills.

The president of the company suggested, that instead of the proposed agreement, a merit system should be adopted, and at the request of the committee, he agreed to reduce his proposition to writing and hand the same to them within a few days.

The conference between the parties was friendly and gave promise of an early understanding between them.

Further negotiations between the parties were postponed for the time being, and as their duties demanded their presence at other places, the Chairman and Secretary left Steubenville, feeling assured that all differences between the company and the men would be satisfactorily adjusted.

Having disposed of other pressing business, the Board again turned its attention to the La Belle controversy and learned by correspondence that the company had presented an objectionable proposition to the men and having failed to reach an agreement, the ma-

chinists ceased work on November 19th, and accordingly the following letter was sent to the Secretary of the union.

STATE OF OHIO.

OFFICE OF STATE BOARD OF ARBITRATION.

COLUMBUS, OHIO, December 2nd, 1902.

MR. HAYES DETARMON, *Secy. Local Union 506, I. A. of M., Mingo Junction, Ohio:*

DEAR SIR:—Your letter informing this board that "the trouble at the La Belle has not been settled" has just been received. For the purpose of endeavoring to promote an amicable adjustment of the controversy the chairman and secretary of the State Board of Arbitration will visit Steubenville tomorrow, Wednesday, December 3d, and desire to meet the committee representing the La Belle machinists at the Imperial Hotel at seven o'clock tomorrow evening.

You will please inform the committee and request them to meet us at the time and place above named and oblige.

Yours respectfully,

JOSEPH BISHOP, *Secretary.*

The committee met the Board as above indicated and stated that the company had offered conditions far worse than ever existed at the La Belle works, and would not recede from its proposition unless it would be to enforce the wages and conditions prevailing in the Wheeling district, both of which were objectionable to the machinists, all of whom went on strike at the time stated.

On December 4th, the Board called on the company and was handed the proposition made to the men of which the following is a copy:

November 15th, 1902.

TO THE MACHINISTS OF THE LA BELLE IRON WORKS:

GENTLEMEN:—Referring to the suggestions made by our Mr. Wright to your committee on Wednesday last, we wish to place before you, in accordance with your committee's request, these suggestions in writing for your consideration, as follows:

First. The number of hours are to remain as heretofore, ten (10) hours constituting a day's work. Should it be necessary for any machinists to work beyond the regular hour for quitting, namely; 5:30 P. M. not exceeding two (2) hours, he shall be paid for such over-time at the regular rate of wages; and should he be obliged to work a greater number of hours than twelve, (12) or two (2) hours in excess of the regular day's work, he shall be paid for such over-time beyond twelve (12) hours at the rate of time and half time.

Second. Should it be found necessary at any time to work on Sunday, this work shall be paid for at the same rate as work done on week days, the company guaranteeing that no machinist will be called upon to work more than five (5) Sundays in any one year on this basis. If from any cause it is found necessary to work a greater number of Sundays than (5) by any machinist, the rate for the Sundays in excess of that number shall be double time. Should it be necessary at any time for a machinist to work Sunday and Sunday night, he shall be paid at the rate of double time for the night. National holidays shall be considered on the same basis as Sundays.

Third. Saturday nights shall be considered the same as Sundays in so far as the number of such nights to be worked by any machinist within any one

year is concerned. Should it be found necessary for any one or more employes to work in excess of five (5) Saturday nights within one year, he shall be paid for the nights in excess of the five (5) on the basis of time and half time.

Fourth. The question of the number of apprentices to be employed in the shop shall remain as at present, the company using its judgment as to the number required to properly man the shops.

Fifth. (Wages.) We firmly believe that the only fair equitable manner of paying such labor as is under consideration is on the basis of merit, and that there should be no established uniform rate. Under this arrangement there is an incentive for the workman to become not only proficient and skillful, but at the same time to render his employer good service, and by so doing merit a higher rate of wages than is paid workman whose sole ambition is to do as little work as possible and obtain therefor as high a rate of wages as his more industrious and skillful fellow workman to the detriment of the best interests of himself and his employer as well; hence the suggestion that you continue to work under the conditions above mentioned, acting for yourselves as employes of the La Belle Iron Works, leaving the question of compensation to the judgment of the company until such time as you are able to decide whether your condition has improved or deteriorated by reason of this arrangement.

You should be able to reach such a decision within one month, and at the expiration of that time the matter can again be taken up and a more permanent arrangement affected, assuming that conditions will obtain in accordance with the company's assurance.

Yours respectfully,

LA BELLE IRON WORKS.

On December 5th, and at the request of the State Board the parties again met in conference and after friendly discussion it was mutually agreed that the foregoing proposition of the company and also the proposition of the machinists, dated October 31st, be withdrawn and that the joint conference of representatives of the men and the company adopt an entirely new agreement. The work was forthwith taken up by the parties and the following agreement adopted and signed in the presence of the Chairman and Secretary of the Board and immediately afterwards the machinists resumed operations.

AGREEMENT.

STEUBENVILLE, December 5th, 1902.

It is hereby agreed between The La Belle Iron Works and the machinists in its employ:

1st. Ten (10) hours shall constitute a day's work.

2d. Overtime to begin at six (6) A. M. or P. M. and shall be paid for at the rate of time and half time.

3d. Machinists working on Sunday shall receive a full day's pay from seven (7) o'clock A. M. until four (4) o'clock P. M. and all work done after four (4) o'clock P. M. on Sunday, shall be paid for at the rate of time and half time. This provision to apply to five Sunday's per year only, and if machinists are required to work more than five (5) Sunday's in any one year, they shall receive double time for such work.

4th. This agreement shall remain in full force and effect for one (1) year from this date.

E. H. KERNS,

E. SAUER,

OTTO C. PILlichODY,

Committee.

LA BELLE IRON WORKS,

J. E. WRIGHT,

President.

I have pleasure in saying that while the company and the men were at first unable to agree, they manifested a friendly regard for each other, and were at all times desirous of negotiating a fair settlement.

The strike lasted two weeks but did not seriously interfere with the operations of the plant.

On December 10th, the Board received the following letter from the company which explains itself.

LA BELLE IRON WORKS.

STEUBENVILLE, OHIO, December 8, 1902.

STATE BOARD OF ARBITRATION, *Joseph Bishop, Secretary, Columbus, Ohio:*

GENTLEMEN:—We certainly could not permit to pass unnoticed the valuable services rendered our machinists and this company by your board in connection with the adjustment of the differences recently existing between us. We do not hesitate to say that it was almost entirely through your good offices that the settlement in question was effected.

We are led to the conclusion that the legislature that enacted the law constituting your commission, did the general public in the state of Ohio, a service probably greater than was even anticipated at the time.

Moreover, the beneficent objects of the framers of this law might easily have been minimized, if not altogether frustrated, had the personnel of the board been less harmonious with the character of the work they were chosen to perform. As a matter of fact, the affable dignity and nice sense of fairness to both parties to a controversy which characterizes the members of this commission, make an amicable settlement almost a foregone conclusion and a subject of general satisfaction to all concerned.

Yours very truly,

LA BELLE IRON WORKS,

J. E. WRIGHT,

President.

The following letter was also received by the Board from the committee representing the machinists at the La Belle Iron Works.

STEUBENVILLE, OHIO, December 19, 1902.

JOSEPH BISHOP, Esq., *Secy. State Board of Arbitration, Columbus, Ohio:*

DEAR SIR:—At a meeting of the machinists employed at the La Belle Iron Works, Steubenville, it was unanimously resolved to thank you and Judge Owen, as members of the Ohio State Board of Arbitration, for the interest shown by you in bringing about the satisfactory settlement of the difficulties existing at

this place; and for the just and impartial manner in which you conducted the conference between the undersigned and the representative of the La Belle Iron Works. We heartily commend you to our fellow workmen at all times where difficulties of this nature may arise.

Wishing you every success in this your field of labor, we beg to remain.

Yours very truly,

OTTO C. PILlichODY,
E. H. KERNS,
E. SAUER,

Committee.

STONEWARE POTTERIES.

CROOKSVILLE.

On December 11th, the Board received the following communication:

CROOKSVILLE, OHIO, December 9th, 1902.

STATE BOARD OF ARBITRATION, *Columbus, Ohio*:

GENTLEMEN:—We the operators of the various potteries in this locality together with Dewey Council of Crooksville, appeal to your honorable board to adjust difficulties in wage scale of 1903. We have met several times during the last few weeks but can come to no settlement.

Your earliest attention will greatly oblige. Yours very truly,

A. E. HULL, *Secy. for Potteries.*

C. A. WATTS, *Prest. Dewey Council.*

By way of explanation, I will state that as a result of a misunderstanding between the employers and employes of the stoneware potteries at Crooksville, and through the efforts of the State Board of Arbitration on March 23d, 1901, a written agreement was entered into between the parties, for one year, of which the following is an extract:

"It is further agreed that in order to prevent lockout or strikes in the future, the representatives of the employers and employes of this agreement shall meet in joint conference thirty (30) days before the expiration of this agreement and from time to time thereafter and as often as may be necessary to arrange terms, conditions and prices of labor for the year following; and if said representatives of employers and employes are unable to reach an agreement for the next year before the expiration of the present arrangement, the matters in dispute shall be referred to an arbitration committee for settlement. Said arbitration committee shall be elected as follows, the employers shall select one and the employes shall select one and the two members thus selected shall choose the third member of said arbitration committee who shall be chairman; and work shall be continued pending such arbitration, without lockout or strike until the decision of said arbitration committee which shall be binding on all parties."

The agreement operated satisfactorily during 1901 and 1902, but when the representatives of manufacturers and workmen met in No-

vember, 1902, to arrange terms and prices of labor for the year beginning with December, they were unable to agree and in consequence requested the services of the State Board of Arbitration.

On Friday, December 12th, the Secretary visited Crooksville and was especially gratified to learn, and takes pleasure in stating that notwithstanding the agreement expired December 1st, the potteries were in full operation and the most friendly relations existed between employers and employes, all of whom expressed a desire for an amicable agreement, and to this end they desired the services of the Board.

It was arranged that the Board would meet the parties at Crooksville on December 15th, when the matters in dispute would be considered. At the appointed time the Chairman and Secretary of the Board again visited Crooksville and met with the representatives of the workmen and manufacturers. While they were unable to agree as to the wage scale for 1903, they were unanimous in the opinion that the feature of the agreement of March, 1901, providing for arbitration of disputed matters was still in force, and that under its provision, they were required to continue operation pending such arbitration and decision, and expressed a desire for such proceedings. The members acquiesced in their wishes and the representatives of each side agreed to submit their differences to a local board of arbitration.

Employers and employes each selected one member of the arbitration committee as provided in the agreement of March, 1901, but were unable to agree upon the third arbitrator, which delayed an adjustment for several weeks.

In the meantime, the joint committee of workmen and employers renewed friendly negotiations and finally agreed upon a contract, fixing the scale of wages for 1903, and renewing the various features of the original agreement, providing for the conciliation and arbitration of all matters on which they were unable to agree.

THE LAW
(WITH BRIEF
EPITOME)
AND
RULES OF PROCEDURE
OF THE
STATE BOARD
RELATING TO
ARBITRATION

SUMMARY (NOT COMPLETE) OF THE ARBITRATION ACT.

1. OBJECT AND DUTIES OF THE BOARD.

The State Board of Arbitration and Conciliation is charged with the duty, upon due application or notification, of endeavoring to effect amicable and just settlements of controversies or differences, actual or threatened, between employers and employes in the State. This is to be done by pointing out and advising, after due inquiry and investigation, what in its judgment, if anything, ought to be done or submitted to by either or both parties to adjust their disputes; of investigating, where thought advisable, or required, the cause or causes of the controversy, and ascertaining which party thereto is mainly responsible or blameworthy for the continuance of the same.

2. HOW ACTION OF THE BOARD MAY BE INVOKED.

Every such controversy or difference *not involving questions which may be the subject of a suit or action in any court of the State*, may be brought before the board; *provided*, the employer involved employs not less than twenty-five persons in the same general line of business in the State.

The aid of the board may be invoked in two ways:

First—The parties immediately concerned, that is, the employer or employes, or both conjointly, may file with the board an application which must contain a concise statement of the grievances complained of, and a promise to continue on in business, or at work (as the case may be), in the same manner as at the time of the application, without any lockout or strike, until the decision of the board, if it shall be made within ten days of the date of filing said application.

A joint application may contain a stipulation making the decision of the board to an extent agreed on by the parties, binding and enforceable as a rule of court.

An application must be signed by the employer or by a majority of the employes in the department of business affected (and in no case by less than thirteen), or by both such employer and a majority of employes jointly, or by the duly authorized agent of either or both parties.

When an application purporting to represent a majority of such employes is made by an agent the Board shall satisfy itself that such agent is duly authorized, in writing, to represent such employes, but the names of the employes giving such authority shall be kept secret by the Board.

Second—A mayor or probate judge when made to appear to him that a strike or lockout is seriously threatened, or has taken place in his vicinity, is required by the law to notify the board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employes involved, so far as he can. When such fact is thus or otherwise duly made known to the board it becomes its duty to open communication with the employer and employes involved, with a view of adjustment by mediation, conciliation or arbitration.

3. WHEN ACTION OF THE BOARD TO CEASE.

Should petitioners filing an application cease, at any stage of the proceedings, to keep the promise made in their application, the board will proceed no further in the case without the written consent of the adverse party.

4. SECRETARY TO PUBLISH NOTICE OF HEARING.

On filing any such application the secretary of the board will give public notice of the time and place of the hearing thereof. But at the request of both parties joining in the application, this public notice may, at the discretion of the board, be omitted.

5. PRESENCE OF OPERATIVES AND OTHERS, ALSO BOOKS AND THEIR CUSTODIANS, ENFORCED AT PUBLIC EXPENSE.

Operatives in the department of business affected, and persons who keep the records of wages in such department and others, may be subpoenaed and examined under oath by the board, which may compel the production of books and papers containing such records. All parties to any such controversy or difference are entitled to be heard. Proceedings before the board are conducted at the public expense.

6. NO COMPULSION EXERCISED, WHEN INVESTIGATION AND PUBLICATION REQUIRED.

The board exercises no compulsory authority to induce adherence to its recommendations, but when mediation fails to bring about an adjustment it is required to render and make public its decision in the case. And when neither a settlement nor an arbitration is had, because of the opposition thereto of one party, the board is required at the request of the other party to make an investigation and publish its conclusions.

7. ACTION OF LOCAL BOARD—ADVICE OF STATE BOARD MAY BE INVOKED.

The parties to any such controversy or difference may submit the matter in dispute to a local board of arbitration and conciliation consisting of three persons mutually agreed upon, or chosen by each party

selecting one, and the two thus chosen selecting the third. The jurisdiction of the local board as to the matter submitted to it is exclusive, but it is entitled to ask and receive the advice and assistance of the State board.

8. CREATION OF BOARD PRESUPPOSES THAT MEN WILL BE FAIR AND JUST.

It may be permissible to add that the act of the General Assembly is based upon the reasonable hypothesis that men will be fair and just in their dealings and relations with each other when they fully understand what is fair and just in any given case. As occasion arises for the interposition of the board, its principal duty will be to bring to the attention and appreciation of both employer and employes, as best it may, such facts and considerations as will aid them to comprehend what is reasonable, fair and just in respect of their differences.

THE ARBITRATION ACT.

AS AMENDED MAY 18, 1894, AND APRIL 24, 1896.

AN ACT

To provide for a state board of arbitration for the settlement of differences between employers and their employes and to repeal an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employes," passed February 10, 1886.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio*, That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employe or an employe selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the governor; and provided, also, that appointments made when the senate is not in session may be confirmed at the next ensuing session.

State board of arbitration and conciliation: appointment and qualifications of members.

SECTION 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner above provided. If, for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

Term.

Vacancy: removal.

SECTION 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman, and one of their number as secretary. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor.

Oath.

Chairman and secretary.

Rules of procedure.

Adjustment of
differences be-
tween em-
ployer and
employees.

SECTION 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state, exists between an employer (whether an individual, copartnership or corporation) and his employees, if, at the time he employs not less than twenty-five persons in the same general line of business in this state, the board shall, upon application as hereinafter provided and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers co-operating with respect to any such controversy or difference, and the term employees includes aggregations of employees of several employers so co-operating. And where any strike or lockout extends to several counties, the expenses incurred under this act not payable out of the state treasury, shall be apportioned among and paid by such counties as said board may deem equitable and may direct.

As amended
April 24, 1896.

Expenses, how
paid.

Written deci-
sion in case of
failure of such
mediation.

SECTION 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

Application
for arbitration
and concilia-
tion.

SECTION 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy; and shall be signed in the respective instances by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board.

Contents of
application as
amended May
18, 1894.

SECTION 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application, without any lockout or strike, until the decision of said board, if it shall be made within ten days of the date of filing said application; provided, a joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and

such decision to such extent may be made and enforced as a rule of court in the court of common pleas of the county from which such joint application comes, as upon a statutory award.

May contain stipulation that decision shall be binding and such decision may be enforced.

SECTION 8. As soon as may be, after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing, therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

Notice of time and place for hearing controversy.

Failure to perform promise made in application.

SECTION 9. The board shall have power to subpoena as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief, or otherwise, to have knowledge of the matters in controversy or dispute, and any who keeps the records of wages earned in such departments, and examine them under oath touching such matters, and to require the production of books or papers containing the record of wages earned or paid. Subpœnaes may be signed and oaths administered by any member of the board. A subpoena or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasury of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the board that such fees are correct and due. And the board shall have the same power and authority to maintain and enforce order at its hearings and obedience to its writs of subpoena as by law conferred on the court of common pleas for like purposes.

As amended May 18, 1894.

Power to summon and examine witnesses, administer oaths and require production of documents.

Subpœnas or notices, how served.

Authority to enforce order at hearings and obedience to writs of subpoena.

SECTION 10. The parties to any controversy or difference, as described in section 4 of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

Submission of controversy to local board of arbitration and conciliation: selection of such board; chairman.

SECTION 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise,

Powers and jurisdiction of local board; decisions of such board.

and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

Compensation
of members of
local board.

SECTION 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitrators exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

As amended
April 24, 1896.

Mayor or probate
judge to
notify state
board of strike
or lock-out.

SECTION 13. Whenever it is made to appear to a mayor or probate judge in this state that a strike or lock-out is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employees involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in this state, involving an employer and his present or past employees, if at the time he is employing, or, up to the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in the state, it shall be the duty of the state board to put itself in communication, as soon as may be, with such employer and employees.

State board to
communicate
with employer
and employees.

As amended
April 24, 1896.

State board to
endeavor to
effect amicable
settlement or
induce arbitra-
tion of con-
troversy. In-
vestigate and
report cause
thereof and
assign respon-
sibility.

SECTION 14. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or, if that seems impracticable, to endeavor to persuade them to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 9 of this act; provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such

investigation and publication shall, at the request of the other party, be had. And the expense of any publication under this act shall be certified and paid as provided therein for payment of fees.

Expense of publication, how paid.

SECTION 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said state board shall certify the amount due each witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasurer of said county for the said amount.

Fees and mileage of witnesses subpoenaed by state board.

SECTION 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employees.

As amended May 18, 1894.

Annual report of state board.

SECTION 17. The members of said board of arbitration and conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall, quarterly, certify the amount due each member and on presentation of his certificate the auditor of state shall draw his warrant on the treasurer of the state for the amount. When the state board meets at the capitol of the state, the adjutant-general shall provide rooms suitable for such meeting.

Compensation and expenses of members of state board; rooms for meeting in capitol.

SECTION 18. That an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employees," of the Revised Statutes of the state, passed February 10, 1885, is hereby repealed.

Repeals.

SECTION 19. This act shall take effect and be in force from and after its passage.

Rules of Procedure

1. Applications for mediation contemplated by section 6 and other official communications to the board must be addressed to it at Columbus. They shall be acknowledged and preserved by the secretary, who will keep a minute thereof, as well as a complete record of all the proceedings of the board.

2. On the receipt of any document purporting to be such application, the secretary shall, when found or made to conform to the law, file the same. If not in conformity to law, he shall forthwith advise the petitioners of the defects with a view to their correction.

3. The secretary shall furnish forms of application on request.

4. On the filing of any such application the secretary shall, with the concurrence of at least one other member of the board, determine the time and place for the hearing thereof, of which he shall immediately give public notice by causing four plainly written or printed notices to be posted up in the locality of the controversy, substantially in the following form, to-wit:

STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,
COLUMBUS, O.,189..

PUBLIC NOTICE.

The application for arbitration and conciliation between.....
employer, and.....employees, at.....
....., in County,
will be heard at....., on the
day of, 189., ato'clockM.

THE STATE BOARD OF ARBITRATION.

By....., Secretary.

5. The secretary, as far as practicable, shall ascertain in advance of the hearing what witnesses are to be examined thereat, and have their attendance so timed as not to detain any one unnecessarily, and make such other reasonable preparation as will, in his judgement, expedite such hearing.

6. Witnesses summoned will report to the secretary their hours of attendance, who will note the same in the proper record.

7. Whenever notice or knowledge of a strike or lock-out, seriously threatened or existing, such as is contemplated by section 13, shall be communicated

to the board, the secretary, in absence of arrangements to the contrary, after first satisfying himself as to the correctness of the information so communicated by correspondence or otherwise, shall visit the locality of the reported trouble, ascertain whether there be still serious difficulty calling for the mediation of the board, and if so, arrange for a conference between it and the employer and employees involved, if agreeable to them, and notify the other members of the board; meantime gathering such facts and information as may be useful to the board in the discharge of its duties in the premises.

8. If such conference be not desired, or is not acceptable to either or both parties, the secretary shall so report, when such course will be pursued, as may, in the judgement of the board seem proper.

9. Unless otherwise specially directed, all orders, notices and certificates issued by the board shall be signed by the secretary as follows:

THE STATE BOARD OF ARBITRATION,

By.....,Secretary.

The foregoing rules have been adopted and are herewith submitted for approval.

SELWYN N. OWEN, *Chairman,*

JOSEPH BISHOP, *Secretary,*

JOHN LITTLE,

State Board of Arbitration.

Approved: WM. MCKINLEY, JR., *Governor.*

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ELEVENTH ANNUAL REPORT

*OHIO STATE
BOARD OF
ARBITRATION*



TO THE GOVERNOR OF
THE STATE OF OHIO



YEAR ENDING DECEMBER 31, 1903



ELEVENTH ANNUAL REPORT

OF THE

OHIO STATE
BOARD OF ARBITRATION

TO THE

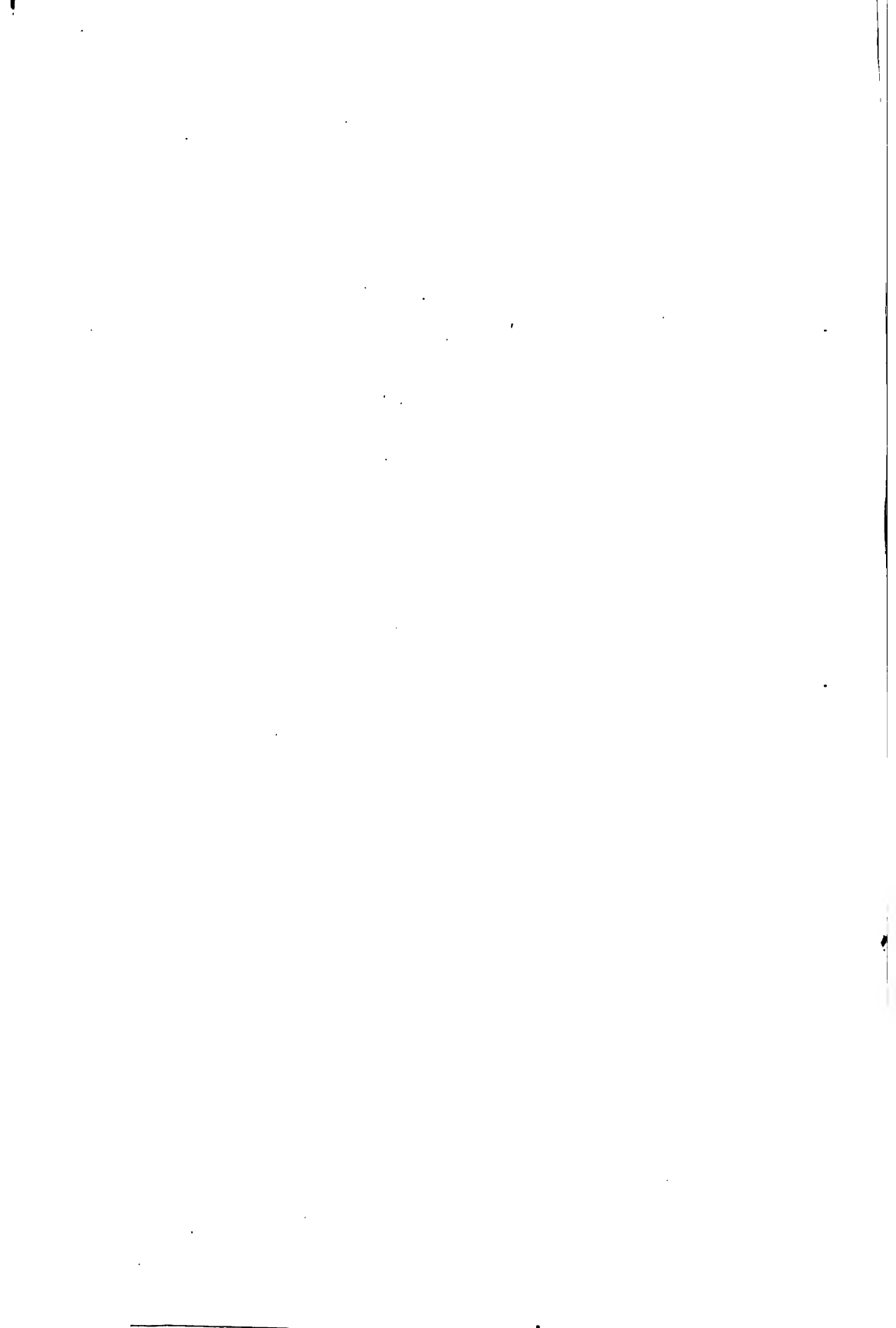
Governor of the State of Ohio

FOR THE

YEAR ENDING DECEMBER 31, 1903



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1904.



STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,
COLUMBUS, OHIO, January 4, 1904.

HON. GEORGE K. NASH, *Governor of Ohio.*

SIR:—We have the honor to submit to you the Report of the State Board of Arbitration for the year 1903.

We have adopted the suggestions and recommendations of the secretary as to legislation, and we submit to you the report showing the work of the Board during the past year.

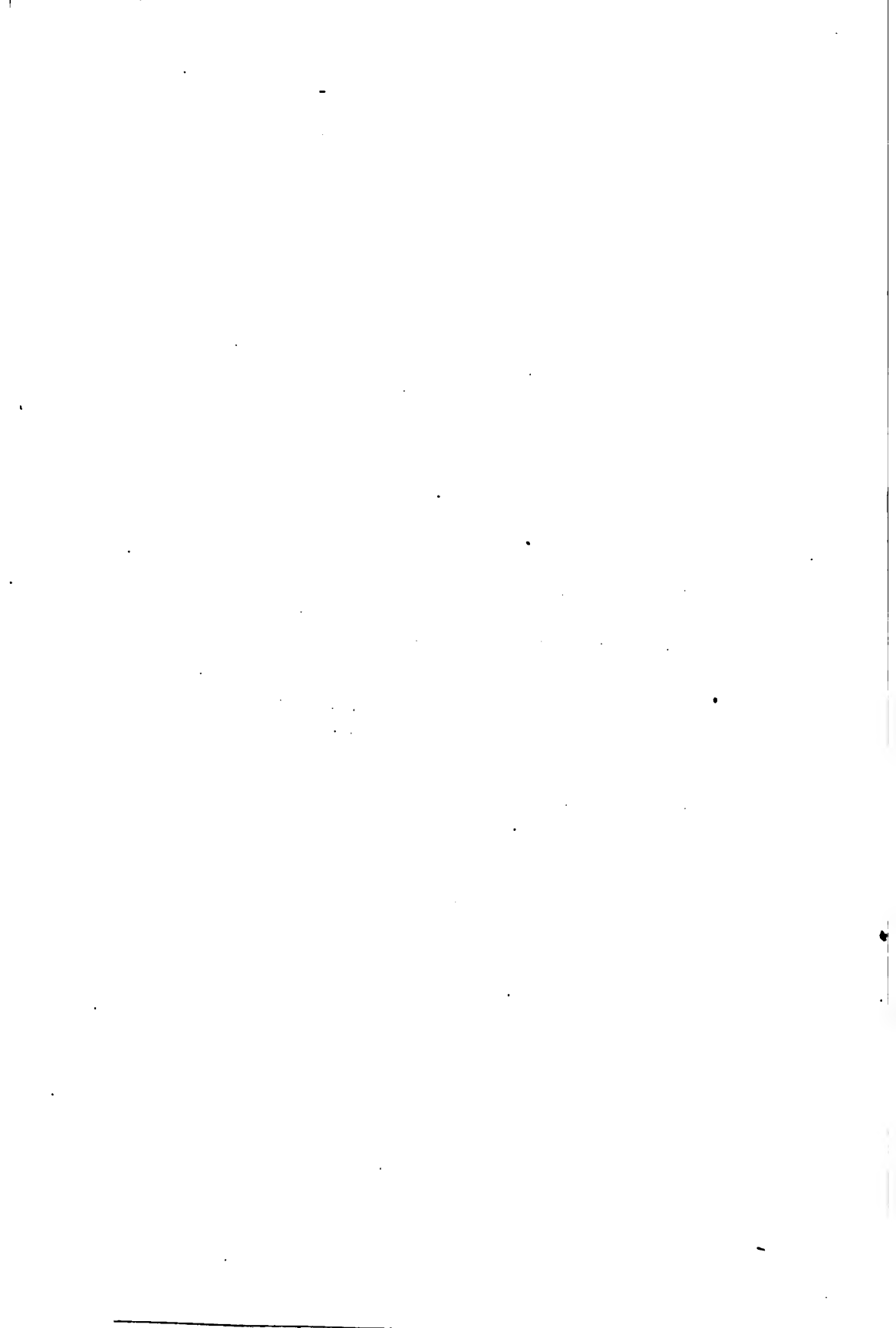
Respectfully submitted,

SELWYN N. OWEN,

CHARLES FOSTER,

JOSEPH BISHOP,

State Board of Arbitration.



STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,
COLUMBUS, OHIO, January 4, 1904.

TO THE STATE BOARD OF ARBITRATION.

GENTLEMEN:—I have the honor to place before you a report of the principal cases which were brought to the attention of the Board during the year 1903.

JOHN BISHOP, *Secretary.*

GENERAL REMARKS.

In preparing my report for the year 1903, I have omitted all minor cases and reported only such controversies as are necessary to inform you as to the "actual workings of the Board" during the past year.

On April 12th, George W. Crouse retired from the Board by reason of the expiration of his term of service. The vacancy thus caused was filled on April 13th, when the Governor appointed Charles Foster, of Fostoria, a member of the Board.

I beg leave to again call your attention to the suggestions contained in previous annual reports, particularly with reference to the failure of mayors and probate judges to give notice to the Board of threatened or existing strikes and lockouts, as provided by the statute.

It rarely occurs that we receive such notice, or any information whatever regarding labor disputes, from municipal officers. They seem to be indifferent on the subject, and do not regard the seriousness of labor controversies, or fully appreciate the importance of friendly settlements and good-will between employers and employes, unless extensive interests and large numbers of workmen are involved and public attention attracted to the situation, or perhaps the public peace endangered.

In cases, however, where the municipal officers gave prompt notice to the Board, and co-operated with it in the adjustment of strikes or lockouts, their assistance has not only been valuable to the Board, but has been useful to the parties directly involved in the trouble, and of benefit to the community in general.

It is important that the requirement of the law in this respect should be observed, and I present the subject for your consideration and such action as will accomplish the purpose desired.

COLUMBUS, OHIO, January 4, 1904.

HON. GEORGE K. NASH, *Governor of Ohio.*

SIR:—In submitting our annual report for 1903, it gives us pleasure that, as our work has progressed from year to year, the existence and purpose of a public board of arbitration and conciliation have become more widely known throughout the State, among laborers and employers, and that this fact, while it has decreased the number of labor disturbances, has proportionately increased the applications for our intervention, as it has correspondingly facilitated the exercise of our peculiar offices. It seems proper that we should report, also, that, as the nature and results of our work have become more widely known throughout the state, the general cause of official arbitration is becoming more popular, and more frequently and freely sought as a means of securing industrial peace.

We take occasion to call attention to the great value and importance of the assistance to us of the co-operation of the officers of the municipalities in which we have occasion to prosecute our work. We regret to report that reluctance and indifference are the rule of the conduct of such officers on such occasions, while ready and willing co-operation and assistance are the agreeable exceptions.

We feel sure that, if such officers could adequately estimate the great helpfulness of their co-operation, they would not withhold it. We appear as strangers upon the field, and our want of familiarity with the parties to the controversies and the facts and conditions they involve, is a constant embarrassment to us, and an obstruction to our progress. Whereas, the familiarity of the local municipal officers with the persons and conditions involved equips them for rendering us assistance, for which we look in vain to any other source. It would be unprofitable to speculate as to the causes of the reluctance which almost uniformly characterizes the conduct of such local officers on such occasions; but it is in many cases, too palpable that a chronic fear or dread of consequences to them of appearing to take sides between the contending parties, is the fruitful source of the aversion they too often manifest to rendering us much needed and very helpful assistance.

The statute which created our board gives plain recognition to the important part which such officers are expected to take in our work, by clothing them with the power and the duty of giving us early information concerning each incipient labor disturbance, within their respective jurisdictions. Unfortunately, the neglect of this requirement is much more common than its observance; still, it gives us pleasure to report that the latter is becoming more frequent than formerly.

We are the recipients of frequent requests for opinions upon supposed theories of arbitration and conciliation, which it is assumed an

experience of eleven years must have evolved and developed. These requests are, as a rule, from mere theorists and doctrinaires. To them all, we have been constrained to say that we are neither theorists nor doctrinaires; that we have not attempted to deduce nor evolve from the practical work of arbitration and conciliation any definable plan, theory, or scheme, which could possibly avail others in similar work.

The solution of each case we have encountered has depended upon its own peculiar conditions. No two cases are alike. The methods we have successfully employed in one case may utterly fail in others quite similar. Our work is more an art than a science.

We feel safe in stating, however, that, as an almost invariable rule, the first step in a successful proceeding for the settlement of a labor disturbance, either strike or lockout, is to bring the contending parties together, by representatives who are mutually agreeable to each other, so far as practicable. This promotes a clearer understanding of the real facts and conditions which underlie the controversy, while the presence of official peacemakers, who come in the name, and by the authority, of the State, tends to promote good-tempered discussions; and, while it is important that the arbitrators should succeed in impressing the contending parties that they are thoroughly impartial and unbiased between them, it is, to this end, still more important that they should *be* inflexibly impartial, and maintain a state of rigid neutrality throughout the proceedings for settlement. No one fact is so sure to contribute to the ultimately successful efforts of intermediaries as the conviction that they are thoroughly impartial, and are moved solely by the desire and ambition to see good-will and peaceful working relations take the place of hostility and contention.

This assurance of our entire neutrality gives us a vast advantage in another respect. It enables us freely and frankly to point out to each party to the controversy the weak points in his own lines, and the strong points in the lines of his adversary.

We have found that this formidably reinforces the usefulness of the Board of bringing the parties into harmonious relations, and it is a thing we could not with safety do, so long as there lingers in the minds of the parties a substantial doubt of our entire impartiality.

In conclusion, we desire to thank you for the encouragement and valuable assistance we have received at your hands during the year.

Respectfully submitted,

SELWYN N. OWEN,
CHARLES FOSTER,
JOSEPH BISHOP,

State Board of Arbitration.

INTERNATIONAL CUTLERY COMPANY.

FREMONT.

On February 5th, the Board received notice of a strike of employes of the International Cutlery Company of Fremont. The secretary visited the scene of the controversy on February 7th, with a view of ascertaining the facts and if possible promoting a settlement, and was informed that the strike originated about the middle of January.

He was also informed by the company, that it had been the custom to close the works in December of each year to take an inventory and make repairs, but on account of the press of business the factory did not stop in December 1902, and continued operation until the middle of January, when about one-half the employes were laid off, the others being under pay were employed taking inventory and doing such other work as the business required; that the workmen who were laid off, annoyed those who were retained by the management, interfering with them going to and from the factory to such an extent that they were afraid to continue at work and the company was compelled to close the entire establishment; that for some time previous to the stop for inventory, certain employes would gather in groups about the works during working hours and agitate and discuss unionism, thus taking the time of the company, limiting the output of the factory, and seriously interfering with the operation and management of the plant; that so far as the company knew, the men were satisfied with their pay and hours of labor and had made no request for any change; that the management had not only been fair in its dealings with the men, but had paid them a higher rate per hour than other establishments in the same line of business and would continue to do so; that employes had the right to join unions or other societies as they may desire, and while the company would not discriminate against union workmen, it declined to deal with the union or its representatives and would not permit it to dictate to the management, or in any way interfere with the conduct of the business; that the repairs would soon be finished when the firm would give notice of its intention to resume operation in all departments and desire all hands to return to work.

Having received the foregoing statement from the company, the secretary called on the representatives of the workmen who informed him as follows.

That for a long time, the workmen in the employ of the International Cutlery Company had been dissatisfied with their pay which in many cases was less than was paid for the same work by other concerns; that the general conditions prevailing at the factory were such as to render employment undesirable, and with a view of improving matters the work-

men decided to form local branches of the unions representing their several trades; that soon after those unions were instituted the management laid off or discharged certain men who were regarded as being active in the work of organization and from time to time, continued to suspend the supposed leaders in the unions, until about the middle of January when all union workmen in the factory were either laid off or discharged; that during the time the members of the union were being suspended and discharged, the non-union men were not disturbed but were given greater liberty, notwithstanding many of them were inferior workmen; that the company was opposed to labor unions, is further shown by the fact that it refused to meet or deal with the representatives of the men when they desired a friendly interview with the management for the purpose of reaching an understanding and preventing a strike or lockout; that the closing of the works in January was not so much for inventory or needed repairs, as reported by the company, but for the purpose of creating dissention among the workmen and disrupting the union; that while the employes desired pleasant relations with the company and were ready now as they always had been to work for the general good of the concern, they also desired the right to organize without interference on the part of the company, and that the management would not discriminate against union workmen; that the union not only did not desire a strike, but was anxious to settle existing differences, and if the officials of the company would recognize and confer with the representatives of the men, they would guarantee that an understanding would be reached that would be satisfactory to all concerned and would insure the harmonious operation of the works, but that no settlement would be made until such recognition was given.

As indicated above, the union desired a conference and adjustment of the trouble and while the company treated us with the utmost courtesy, it was firm in its refusal to not recognize or negotiate with any committee of other representatives of the union. It always had been and would continue to be the policy of the company to deal with employes as individuals and to give attention and fair consideration to their grievances, but it could not and would not meet or deal with outsiders or those not in its employ.

Had the management consented to a conference with the union officials it is believed a satisfactory understanding would have been reached, but our efforts to promote a friendly negotiation between them, or to persuade them to submit their differences to disinterested arbitrators were unavailing and the strike continued with more determination by each side to maintain the position it had taken.

Under such conditions the company desired to resume operation and being unable to induce the old hands to return to work imported new men, many of whom joined the strikers or were persuaded to return to

their homes. The presence of imported non-union workmen was obnoxious to the former employes and tended to aggravate and embitter the situation and was soon followed by disorder and violence and finally resulted in bloodshed and loss of life.

While we have no information as to the direct cause of this unfortunate affair, it is no doubt one of the results of the strike and demonstrates the disastrous consequences of strikes and lockouts and also furnishes a striking illustration of the advantage of the peaceful and reasonable method of conciliation and arbitration as a means of adjusting labor disputes.

Thus matters continued, the company endeavoring to operate a non-union shop and the workmen contending for the right of organization and representation with the loss in wages and business which always attend such movements.

There was no change worthy of note in the general situation until about May 14th, when the official representatives of the company and the unions met in friendly conference and reached an amicable adjustment and the long drawn out struggle was at an end.

While the basis of settlement was not made public, we were reliably informed it was entirely satisfactory to all concerned and that all the old hands were returned to their former situations.

THE STIRLING COMPANY.

BARBERTON.

On February 12th, the mayor of Barberton notified the Board of a strike of about thirty-five machinists employed at the boiler works of The Stirling Company.

The secretary visited Barberton on February 13th, and with the assistance of the mayor, arranged a conference with the striking machinists all of whom were members of Local Union No. 118, International Association of Machinists.

We were informed by the committee that for a long time the company had been placing handy men and others from the ranks on machinists' work and paying them only one-half the wages paid to machinists for the same service; that this was an injustice to the machinists who felt warranted in protecting their trade and claiming the right to all work belonging to it, and on February 2nd, the union appointed a committee of five to confer with the management with a view of having the matter corrected; that on the following day the committee called on the superintendent, presented their grievance and also a list of thirty-eight names

showing it was authorized to represent them; that he treated them gruffly, refused to hear their complaint and said they had violated the rules of the company by laying off without permission, when they had no means of knowing the rules for the reason that none were printed or posted in the shop; that the superintendent agreed to meet them on the following evening and in the meantime they were to obtain the signatures of the machinists, certifying that the committee was authorized to represent them, but would not permit them to secure the names during working hours or on the company's premises and in order to do the work, the members of the committee again absented themselves from the shop and when they met the superintendent the next evening he immediately discharged them; that a committee was appointed and endeavored to settle the grievance and have the discharged men reinstated, as did other representatives of the union but without success, and having failed to reach an understanding with the company, the International Association ordered the men out and sixty-two machinists left the shop on Tuesday, February 10th.

Having received the above information from the men, the secretary called on the superintendent, who stated that on February 4th, a committee of five machinists who had worked for the company but a short time absented themselves from the shop, without permission to present to him a complaint that handy men were placed on machinists' work; that on account of the press of business, he could not then consider the complaint and agreed to meet them again the following evening and requested them to get the signatures of the men in the shop showing the committee were authorized to represent them, and at the same time reminded the members of the committee that they had violated the shop rules by laying off and warning them to not do so again; that the next day the committee did not report for work, having again absented themselves without notice or consent of foreman and when they called on the superintendent as previously arranged, they were discharged for laying off without permission; that the new committee and also representatives of the International Association had no fault to find with the conditions in the shop and moreover endorsed the action of the superintendent in discharging the members of the original committee for absenting themselves from work without notice or consent of foreman, after being warned against such action and which was the only cause for removal; that the company had no objection to the machinists (or any other) union, while it required good workmen and proper attention to business, it could not permit its employes to disregard the interest of the firm, violate shop rules, and destroy the discipline of the establishment.

The committee representing the union desired a conference with the superintendent and the secretary endeavored to bring the parties together, but the company refused to participate in such meeting and for a time declined to reinstate the discharged workmen.

In the meantime the strikers picketed the shop, and endeavored not only by reason but intimidation to prevent others from working. Thus matters continued until February 26th, when a settlement was reached that was satisfactory to all concerned. As the terms agreed upon were not made public by either party to the controversy, we deem it best to not publish the facts in this report.

AMERICAN SHIP BUILDING COMPANY.

LORAIN.

On Saturday, March 7th, in answer to our inquiries, the mayor of Lorain informed the Board of a strike at the yard of the American Ship Building Company. The chairman and secretary of the Board visited Lorain on Monday, March 9th, and immediately put themselves in communication with the committee representing the local union of the Brotherhood of Helpers and Iron Ship Builders to which the men belonged and also with the representatives of the company.

We were informed that the strike commenced on Monday, March 2nd, when several hundred men ceased work because the company refused to increase their pay from \$1.50 to \$1.75 per day. The strikers were soon joined by others and within a short time about 700 workmen had joined the movement for an increase in wages. Such was the general situation when the members of the Board arrived at Lorain in response to the notice from the mayor.

The committee claimed that during the summer of 1902, the company increased the wages of skilled workmen and refused a corresponding advance to unskilled labor; that in addition the works at Lorain, the company operated ship yards at Cleveland, Detroit, Wyandotte, West Bay City, West Superior, Milwaukee, Buffalo and Chicago, and at all those places the firm paid higher wages than at Lorain; that because of the increased cost of living the men demanded a proportionate increase in pay and had submitted to the management a scale of prices providing for a general advance of twenty-five cents per day for all unskilled workmen.

The statement of the committee was disputed by the superintendent of the yard, who declared that comparatively few men had made any demand for increased pay and that the large majority of those on strike had made no request, and had left their work without presenting any grievance whatever; that while the company was willing to grant a reasonable advance in wages, it could not accede to the demands for an increase of twenty-five cents per day.

A conference between the parties was held on March 10th, when the company proposed an advance of fifteen cents per day, providing the

skilled workmen would not demand an increase. It is believed that if the skilled workmen had agreed to this proposition, the trouble would have been settled at that time, but as the assurance desired by the management was not given, the strike continued until March 18th, when negotiations were renewed and a settlement reached providing for an advance of fifteen cents per day, all men to return to their positions, no discrimination by the company and in case of future demands, the men to give thirty days notice during which time work will be continued and efforts made to reach an understanding.

In closing this report I wish to commend the efforts of Mayor King, the officers of the Central Labor Union and the leading business men of Lorain, all of whom were untiring in their endeavors to affect a settlement, and who are entitled to much credit for the satisfactory adjustment of the controversy.

TEAM DRIVERS.

TOLEDO.

While engaged in adjusting the trouble at the Lorain ship yards, the Board was informed of a strike of team drivers at Toledo.

Negotiations at Lorain were temporarily suspended and during this time, the secretary of the Board visited Toledo, to endeavor to promote an understanding between the team owners and their drivers.

We arrived there on March 13th, and was informed that the strike was inaugurated on the 9th, and practically involved all the team owners and drivers and seriously interfered with the general business of the city.

The team owners were members of the Toledo Cartage Association and the drivers belonged to Local No. 20, Team Drivers' International Union.

Previous to our arrival, several conferences had been held between the representatives of the two organizations, but instead of promoting friendly relations, resulted in creating personal feeling between the official representatives of each side, which tended to aggravate the situation and render a settlement exceedingly difficult, if not impossible. In fact, each of the officials referred to, admitted, that he could not negotiate a settlement with the other, but to their credit be it said that in the interest of a prompt and peaceful adjustment, each stepped aside and permitted others to bring about an understanding they were unable to promote themselves.

The committee representing the drivers informed us that for a long time they received from \$7.50 to \$12.00 per week, and on January 1st,

sent to the employers a demand for an advance in wages to take effect on March 1st. The document, however, was not dated and to correct any misunderstanding on the subject, the following was substituted:

TOLEDO, OHIO, January 20, 1903.

GENTLEMEN:—At the first of the year an agreement was sent out by Local No. 20, Team Drivers' International Union, asking for an increase in wages. Some of the firms have stated that there was no date on the agreement, so, to correct the omission, we beg to inform you that the 60 days are figured from January 1st, 1903, and expiring March 1st, 1903.

We ask this increase as a just and fair wage for the work we have to perform; long hours, all kinds of weather and a certain amount of Sunday work. The scale we have presented to you is one that is below the average in other cities of the same size as Toledo and less important as business centers, and the cost of living during the past few years has increased nearly one-third and the fuel item is one of great importance at present. While other classes of work have increased wages along with the increase in expense, we have, as a whole, made no advance in wages.

Hoping you will give this your earnest consideration, we submit the following:

MEMORANDUM OF AGREEMENT.

Agreement entered into between Team Drivers' International Union of America, parties of the first part, and parties of the second part:

FIRST—The parties of the second part hereby agree to pay the following scale of wages:

- For three horse truck drivers, \$15.00 per week.
- For two horse truck drivers and piano movers, \$2.00 per day.
- For single wagon drivers, \$10.00 per week.
- For two horse coal wagons, \$2.00 per day.
- For single coal wagons, \$10.00 per week.
- For double light wagons and drays, \$11.00 per week.
- For windlass men, \$13.00 per week, if capable.
- For riggers, \$2.50 per day.
- For steady, regular helpers, 17½c per hour.
- For barn men, \$12.00 per week.

SECOND—Ten hours to constitute a day's work, from 6:30 a. m.

Should any of the members of the above named organization become intoxicated during working hours, it shall be considered sufficient cause for dismissal.

Should any dispute arise between the parties to this agreement, which they are unable to adjust, the same will be submitted to arbitration.

The above to go into effect in 60 days, from January 1st, 1903.

Signed for parties of the first part,

.....

Signed for parties of the second part,

.....

While the team owners declined to enter into the above agreement, they continued to meet the drivers from time to time until the expiration of the sixty days without reaching an understanding. On March 1st, the union submitted another agreement providing for a lower scale of wages, and requiring the team owners to "employ none but members of Local No. 20, of the Team Drivers' International Union, or those who are willing to become members at the next regular meeting."

This was not acceptable to the employers who proposed to pay a list of prices substantially the same as that offered by the drivers without binding themselves to employ only union men. The union refused the offer of the team owners and insisted that "none but members of Local No. 20, or those who are willing to become members," should be employed.

Matters continued without material change until March 10th, when the employers submitted the following to the strike committee.

We renew our proposition made last week to the committee representing the drivers, to pay the following scale of wages and to post the same in our barns over our signatures:

For three horse truck drivers, \$15.00 per week.

For capable windlass men, \$12 per week.

For van drivers and piano movers, \$11.10 per week.

For two horse trucks, drays and coal wagons, \$10.50 per week.

For single wagons, drays and coal wagons, \$9.00 per week.

For steady regular helpers, \$10.50 per week.

Ten hours on the job to constitute a day's work.

We also agree not to discriminate against union men.

Signed: McGettigan Cartage and Storage Co., E. H. Depenthal, The Moreton Truck and Storage Co., Henry Sanwalt, Alguier Truck Co., H. A. Penny, J. J. Manor, Merchants Delivery Co., Otto Kitzman, The Lion Truck Co., Peter Burnor, F. W. Gunn, Bingham Bros., A. W. Wellever, E. Sprague, The City Truck and Storage Co., The Auburndale Truck Co., the I. Davis Truck Co., John Malone, The Wenzel Truck Co., Woodruff Truck and Coal Co., George Girdle, A. Gotting, The Givens Delivery Co., C. Koch, John F. Herzig.

This was also declined by the union, and ended all negotiations between the parties until March 13th, when the secretary of the Board arrived at Toledo.

In the meantime, business was suffering and the team owners were trying as best they could to relieve the situation by driving their trucks, wagons, etc.

Upon learning the nature and extent of the trouble, we met with the official representatives of each side with a view of renewing negotiations and within a day or two, had arranged for a joint conference between them, which finally led to a more friendly feeling. The joint committee continued to meet from time to time until March 17th, when an

understanding was reached between them, but as the team owners declined to sign any agreement, it was arranged that the secretary of the Board should certify to the correctness of the document. The terms agreed upon by the conference committee were submitted to and ratified by the team owners organization and by the drivers union and the strike was at an end, and on the following day all hands returned to their former situations.

The following are the terms of settlement.

Memorandum of Agreement, made this 17th day of March, 1903, between the employers and Local No. 20, Team Drivers International Union.

The employers agree to employ Union Teamsters, and will give them the preference and will not discriminate against them.

The following is the scale of wages for the year ending March 31st, 1904:

For three horse truck drivers.....	\$15.00 per week.
For two horse van drivers and piano movers.	11.10 per week.
For heavy truck and coal wagons.....	10.80 per week.
For single wagon drivers and drays, first 3 months	9.00 per week.
After three months.....	9.50 per week.
For light double coal wagons.....	10.20 per week.
For single coal wagons, first three months...	9.00 per week.
After three months	9.50 per week.
For double light wagons and drays.....	10.20 per week.
For capable windlass men.....	12.00 per week.
For steady, regular helpers.....	10.50 per week.
For bottle wagons.....	15.00 per week.

Ten (10) hours to constitute a day's work from six thirty (6:30) a. m.

Should any of the members of the above named organization become intoxicated during working hours, it shall be considered sufficient cause for dismissal.

All teamsters to take proper care of horses, wagons, customers and work in general.

In case of dispute, the employer and employes involved shall each appoint one arbitrator and these two shall select a third, and the decision of the arbitrators thus chosen shall be accepted by all concerned.

I do hereby certify that the above is a correct copy of the agreement entered into between the employers and Local No. 20, Team Drivers' International Union.

JOS. BISHOP,

Secretary State Board of Arbitration.

Toledo, Ohio, March 18th, 1903.

In concluding my report of this case, I wish to thank the mayor of Toledo, also his clerk and the business agent of the Central Labor Union, for their hearty co-operation and valuable assistance in promoting an adjustment of the controversy.

HACK DRIVERS.

TOLEDO.

During the latter part of March, the hack drivers of Toledo, members of Local 569, of the Team Drivers' International Union desired to increase their wages and also limit the hours of work and accordingly prepared and submitted to their employers the following agreement, to take effect April 1st, 1903, and continue until April 1st, 1904.

AGREEMENT.

ARTICLE NO. 1.

Between Local No. 569 of the Team Driver's International Union and Hack Owners.

EMPLOYERS OF THE CITY OF TOLEDO.

ARTICLE NO. 2.

We, the undersigned Hack Owners, employers, agree to employ as hack drivers and barn men, none but members of Local No. 569, or those who may consent to become members at the next regular meeting of said union.

ARTICLE NO. 3.

The undersigned further agree to pay \$10.50 per week for twelve hours work, that includes drivers, grooms, harness cleaners, baggage drivers and buss drivers of said stables.

ARTICLE NO. 4.

Extra drivers of Local No. 569 shall receive twenty per cent. (20%) on dollar, except funeral drives, which shall be 75 cents per trip.

ARTICLE NO. 5.

All washers of Local No. 569 shall receive \$12.00 per week.

ARTICLE NO. 6.

Regular drivers shall be paid weekly, and extra drivers after each trip.

ARTICLE NO. 7.

All union drivers and helpers of said Local No. 569 shall receive for hauling theatrical shows one way, 75 cents; for both ways \$1.50.

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ARTICLE NO. 8.

We hereby agree to furnish good, clean carriages, driven by Union drivers, who shall be in livery or properly and decently clothed, respectful in demeanor and conduct and attentive to duty.

ARTICLE NO. 9.

Should any member of the above named organization become intoxicated during working hours, it shall be considered sufficient cause for dismissal.

Signed for parties of the first part,

.....

Signed for parties of the second part,

.....

The usual routine that applies in such cases was followed. The union through its officers and committees, tried to induce the employers to enter into the agreement, but without success. The employers refused to recognize the union and the workmen insisted that the agreement must be signed, and these differences finally led to a strike on April 1st. The men claimed that almost one hundred drivers and barn men were out, but this was disputed by the employers, who declared that less than half that number were on strike.

The secretary held a conference with the committee representing the union and also with leading hack owners and later on attended a meeting of the employers organization. The hack owners were bitter in their denunciation of the local union, and declared the drivers were disrespectful to customers, abused the horses and in a general way neglected their duty; that the demands of the men were unreasonable and unjust and under no circumstances would they enter into the proposed agreement or recognize or negotiate any settlement with the union or its representatives.

It was claimed by the drivers that the hack owners had shown little or no consideration for them; that there was no established work day, and they were required to answer calls at all hours of the day or night, generally working about sixteen hours a day and were frequently on duty twenty-four hours; that they were attentive to duty, careful of the interests of the employers and were entitled to better pay and conditions; that failing to obtain proper consideration, they had formed a union, agreed upon uniform rules, pay, etc., and would not resume work until the hack owners would accept and sign the agreement.

While the Hack Owners' Association would not deal with the Drivers' Union certain of the employers expressed a willingness to accept the terms proposed, but declined to sign the agreement and the secretary of the Board and others made special efforts to induce the committee representing the drivers to settle accordingly. The union refused to accept any verbal promise or statement and declared its purpose to continue the strike until the hack owners would sign the proposed agreement.

The controversy between the hack owners and drivers was complicated and aggravated and a settlement made exceedingly difficult, by an understanding or mutual business arrangement which the Board was informed existed between the undertakers and the hack owners by which they would withhold or withdraw business from those who signed the drivers agreement. Had such an arrangement not existed between the parties referred to, we have reason to believe an adjustment would have been reached.

Under the circumstances we were unable to bring the representatives of the employers and employes organizations together for friendly negotiation and for the time being we suspended our efforts. Within a few days we renewed our endeavors to conciliate matters, but without success for the reason that the official representatives of the hack owners steadfastly refused to recognize or make any settlement with the union, and the officials of the drivers organization were firm in their demand for the signing of the agreement.

The employers did business as best they could with non-union drivers until about July 10th, when we were informed the strike ended by the union men returning to work.

BREWERY WORKERS.

COLUMBUS.

On April 1st, a general strike occurred at the breweries of L. Hoster & Sons Company, Born & Company, and N. Schlee & Son. The several firms are located at Columbus, were members of the Columbus Brewers' Exchange, and employed, in the aggregate, about five hundred and fifty hands. The workmen were members of the various local branches of the International Union of United Brewery Workers, all of whom ceased work at the time stated.

The chairman and secretary of the Board immediately put themselves in communication with the parties, and endeavored to arrange a friendly meeting between them. In this, however, they were not successful, for the reason that the representatives of the Brewery Workers' Union declared that the secretary of the Brewers' Exchange was not only unfriendly to organized labor, but for a long time had tried to alienate members, create dissension among them, and in various ways was endeavoring to hinder the work of the union and disrupt the organization; and therefore they refused to recognize him, or attend any meeting or participate in any conference with him as a representative of the brewers, but, while they declined to deal with the secretary of the employers' organization,

they were ready and willing to meet with their employers, or other officers of the Columbus Brewers' Exchange, and settle their differences.

In order to ascertain the views of the employers with reference to a conference, the members of the Board called on the several firms involved in the strike, each of whom referred them to the officers of their association. Accordingly, on April 4th, we met with the president and secretary of the Columbus Brewers' Exchange. They denied that their organization, or its secretary, was opposed to labor organizations, but, on the contrary, they desired to deal with the representatives of the union, preferring, however, that the men join the unions representing their respective trades. They also expressed a willingness to meet the representatives of the Brewery Workers' Union, provided they would recognize and negotiate with the secretary of their organization. They claimed that employers and employes each had the right to organize, and select such agents, officers, or committees as they chose to transact business with the other. They were ready to meet and negotiate with the officers or committee of the union, but would not permit them to dictate who should or should not represent the employers.

Soon after the interview above referred to, the Board received the following communication from the president of the Columbus Brewers' Exchange:

COLUMBUS BREWERS' EXCHANGE,
COLUMBUS, OHIO, April 4, 1904.

MR. BISHOP, *Secretary Board of Arbitration, State House, Columbus, Ohio:*

DEAR SIR—In connection with the matter concerning which I spoke to you and Judge Owen this morning, I beg to state that I have taken up this matter with Mr. J. A. Miller, Secretary Columbus Brewers' Exchange, and I can only say what I said to you this morning, namely: that both Mr. Miller and I shall be glad to meet the local Executive Board of the International Union of United Brewery Workmen in your presence at any time you may set for a meeting with them.

Yours respectfully,

LOUIS PH. HOSTER.

Immediately on receipt of the above letter, the chairman and secretary of the Board again called on the representatives of the Brewery Workers, and informed them on the subject, and fully explained to them the attitude of the brewers; and pointed out to them that, while they demanded that employers shall meet and negotiate with the officers or committees of the union, they refused such recognition to the representatives of the other side; and repeatedly urged them to reconsider their action, and agree to a conference with the secretary of the Brewers Exchange.

The work of the Board to bring about friendly negotiations between the parties extended over a period of eight days, when the workmen expressed a desire that we discontinue our efforts. It is needless to say that our endeavors to conciliate matters were unavailing, for the reason al-

ready stated. The Brewers' Exchange was firm in its demand that the union recognize its secretary, while the union was equally firm in its refusal to grant such recognition.

In response to our inquiries for information as to the cause of the strike, we learned that the following were the main points at issue, and for which each side so earnestly contested and waged the most bitter struggle known to the brewery interest of the State.

For the Brewery Workers' Union—

The integrity of their union.

Jurisdiction over all workmen and crafts employed in a brewery.

The right to pass on the character of the men who belong to, or work with or in the union, and for whom the union is held responsible.

An improvement in their general surroundings, their condition and their wages.

For the Brewers' Exchange—

The right to hire and discharge the men who work for them.

The right to judge as to the character and fitness of the men admitted to work in their establishments.

Uniform wages, hours and general conditions, with competing firms in other localities.

The right to form organizations and choose whom they desire to represent them in their negotiations.

In addition to the above, I desire to explain that under the agreement existing between the parties prior to the strike, and which expired March 31st, the Brewery Workers' Union had jurisdiction over the firemen and engineers in the breweries, and desired to retain such control. To this, the Brewers' Exchange not only objected, but declared that the engineers and firemen in their employ should belong to their respective international unions, according to the decision of the American Federation of Labor, November 13, 1903; and this question entered into the controversy to such an extent as to aggravate the situation, and cause considerable strife between the unions involved; which seriously interfered with negotiations and prolonged the strike.

The foregoing will, in a general way, explain the matters which divided the brewers and their workmen, and, while each side expressed a desire for an adjustment of their differences, neither would make the concessions necessary to that end.

Under the provisions of the previous agreement, thirty days notice should be given by either party desiring any change in the terms or conditions of work. Accordingly, on or about February 26th, the brewers submitted a new contract, and on February 28th, the workmen submitted a copy of the agreement they desired to each of the following firms: L. Hoster & Sons Company, Born & Company, N. Schlee & Son, and the Columbus Brewing Company; the latter, however, entered into a pro-

visional contract with the Brewery Workers' Union, and therefore that plant did not suspend operation. Shortly after, attempts were made to reach a working agreement, but without avail; and thus matters continued without material change until midnight of March 31st, when the old contract expired, and, as no understanding had been reached, the brewery workers, bottlers, and drivers were ordered out.

It is not necessary to detail all the events which followed, and suffice it to say, that the movement was attended with unusual excitement and danger. The workmen held mass meetings and public demonstrations, placed pickets around the breweries, endeavored to prevent the importation and employment of new hands, and established a systematic boycott of all saloons and saloonists, in Columbus and elsewhere, who bought or sold the product of the breweries. On the other hand, the brewers employed detectives, and imported a number of new men to operate their plants, all of whom were housed and fed at the establishment of the L. Hoster & Sons Company, but when they attempted to deliver beer from the breweries, the drivers found the way blocked by the strikers and their sympathizers, and were compelled to return to the plants; and, in consequence, the employers invoked the aid of the courts to prevent interference with their business or their workmen. In short, the employers and employees adopted the methods frequently employed during strikes and lock-outs to accomplish the desired end.

In the meantime, the members of the Board kept in touch with the situation, and renewed their endeavors to conciliate matters, but, as in the earlier stages of the controversy, the parties declined our services, except on their own terms and conditions, and apparently they desired to conduct and settle their trouble in their own way, and without outside interference.

No change in the attitude of either party worthy of note, or that would indicate any improvement in the general situation, occurred until about the middle of May, when, through the efforts of the Columbus Trades and Labor Assembly and the American Federation of Labor, a conference was arranged between the representatives of the Brewers' Exchange and the Brewery Workers' Union, and a verbal understanding was reached as to the terms of settlement, but, for reasons not fully explained to the Board, a formal agreement was not, at that time, consummated. Within a few days, however, another meeting was held, and this was continued from time to time, until finally the following contract was entered into:

AGREEMENT

Between Brewery Workers' Union No. 47, of the National Union of the United Brewery Workmen of the United States and the undersigned Brewery Proprietors of Columbus, Ohio:

Section 1. That none but members of the Brewers' Local Union No. 47 shall be employed in the brewing department of parties of the second part; provided, nevertheless, that whenever party of the first part shall not be able to supply competent men, and these shall, when properly certified by their respective employer, be eligible, as members of Brewers' Local Union No. 47; provided, their election does not conflict with the constitution and by-laws of the United Brewery Workmen.

Foremen of breweries are excepted from this section.

Section 2. Hours of Labor—Nine (9) consecutive hours shall constitute a workday, beginning at 7 o'clock a. m., and closing at 5 p. m., interrupted by an intermission of one hour at noon, and twenty minutes for lunch in the forenoon, with the exception of loading of beer, and the necessary work in the malt and brew houses. Six (6) days shall constitute a week's work. This time shall be in force in all branches of work, except the malt and brew houses, and at night, as well as day. Sunday work shall be done if necessity requires it, and such work shall be paid for at the rate of time and one-half.

Sunday, the holiday watch shall be paid for at the rate of time and one-half.

Every malster shall have at least four days in the month.

Section 4. Wages.—Wages are payable weekly. The wages of wash-house men shall not be less than \$15.00 per week. The wages of men employed in the cellars, fermenting rooms and kettle department, shall not be less than \$16.00 per week. The wages of malsters shall not be less than \$16.00 per week, including Sunday. Regular night men not included in the above, shall receive \$16.00 per week, including Sundays. Overtime shall not be worked, excepting when necessity of the business requires it, and shall be paid for at the rate of time and one-half. The wages to be paid to the first men in each department shall be agreed upon between the employing brewer, or his foreman, and the said first man.

Section 4. If men should be laid off during the dull season, they shall be laid off in rotation, and for not longer than one week at a time, the first men in the different branches, however, excepted. No workman shall lose his position or right of re-instatement in case of sickness, which does not exceed a period of three months; but, in the event of a person's being employed to take the place of such sick or disabled employe, he, said substitute, shall receive the pay of such sick or disabled employe, and, upon the latter's re-instatement to work, said substitute may be discharged.

The right of all workmen to live and board where they choose shall in no manner be interfered with.

Section 5. One apprentice shall be allowed for the first fifteen workmen, or less, and one for each additional twenty-five workmen.

No apprentice shall, at the time of his engagement, be over twenty-one years of age, and not under eighteen years of age, and his term of apprenticeship shall not be less than two years.

Section 6. Labor Day shall be considered as a holiday. Work on Labor Day shall be paid for at the rate of forty cents per hour.

Section 7. The signers of this contract bind themselves to discharge, upon written notice being given by the Secretary of Brewers' Local Union No. 47, any employe who may have violated the constitution or by-laws of the Union.

Section 8. Any complaint of violation or infraction of any section or article of this agreement, or a rule of the breweries, shall first be submitted for settlement or arbitration to the Secretary of Brewers' Local Union No. 47, who shall endeavor, within a week, to settle the matter satisfactorily for both parties. Should he, however, be unable to settle the same, then the said complaint shall

be settled by a board of arbitration composed as follows: Two to be appointed by the employing brewer at whose plant the violation may have taken place, two by Brewers' Local Union No. 47, and in case of a disagreement, a fifth member shall be chosen by the arbitrators, whose majority decision shall be binding on both parties.

But the discharging of men shall not be subject to arbitration; provided, that no workman shall be discharged for his activity as a union man.

Section 9. The employing brewer shall have the right to hire and discharge workmen at his discretion, within the limits of the union.

Section 10. All cases of complaint of abuse of authority brought against union employes acting as foremen or heads of departments, shall be arbitrated by the employer, in the presence of the secretary of the union; and the employe against whom such complaint is brought shall not be subjected to any fines, assessments or other disciplinary measures, unless the case against him has been thoroughly investigated by the employer, and said employer shall have the right to carry on said investigation, and insist upon the presence of a representative of officers of the Engineers', Foremen's and Brewery Workers' International Unions, and an executive representative, not a resident of Columbus, Ohio, of the American Federation of Labor.

Section 11. The firms signing this contract shall, during the term of its duration, be considered as Union Breweries, and shall, on all occasions, be upheld as such by the International Union of United Brewery Workmen, and, upon the demand of any firm, signatory to this contract, a letter establishing this fact shall be sent by the officers of the International Union of United Brewery Workmen to any person or union in the country, designated by said firm.

Section 12. Notice of the intention of either party desiring any change to be made in this agreement before the renewal thereof, shall be given by the party desiring the change to be made, to the other party, at least thirty days before the expiration of this contract.

Section 13. The date of the expiration of this agreement shall be April 1, 1906.

THE L. HOSTER BREWING COMPANY,
By CARL J. HOSTER, *Vice-President and General Manager.*

BORN AND COMPANY,
By Conrad Born.
N. SCHLEE AND SON,
By Theo. Schlee.
LOUIS KEMPER,
J. D. PIERCE,
Representatives A. F. of L.
A. JAGSCH,
Secretary.
JOHN KELLER,
Chairman L. E. B.

Agreements similar to the above were entered into on May 20th, between the Brewers, and the Drivers' and Stablemen's Local Union No. 202, Beer Bottlers' Local Union No. 147, Stationary Firemen's Local Union No. 128, and Stationary Engineers' Local Union No. 89, and, immediately after, the strike and boycott were declared off, and the men returned to work.

Notwithstanding the strike extended over a period of seven weeks, was one of the most noted in the history of Columbus, and was more bitterly contested than any previous strike or lockout affecting the brewing industry of the State, it is gratifying to know that, after the controversy was adjusted, employers and workmen exchanged congratulations, and at once renewed their former friendly relations with each other.

IRONTON PORTLAND CEMENT COMPANY.

IRONTON.

On April 25th, the Board was officially notified of a strike at the Portland Cement Company, located at Ironton and employing nearly 300 hands. On the morning of April 26th, the chairman and secretary visited the locality and learned the strike commenced on April 23rd, and was for the reinstatement of discharged union workmen.

The men stated they had an agreement with the management that non-union men would be required to join the union within six days after entering the service of the company, and further, that one of their number had been discharged because of his activity in the union. They desired the company to observe the agreement and to reinstate the discharged workman.

This statement was disputed by the company who declared the union had seriously interfered with the business by making unjust demands and causing frequent strikes; that the members were trying to force everybody in the employ of the company to join the union, regardless of occupation and endeavoring to establish arbitrary rules to govern the plant, such as the company could not submit to.

A joint conference was arranged between the parties, when it was explained that the workman in question had accepted his discharge, and also his pay and had severed his connection with the company. This being made known to the men, they declared the strike off and returned to work on the morning of the 27th.

It was understood that workmen were to be free to join the union if they so desired and the management would not discriminate against men because of membership in the union, and that the company desired only good men and that proper attention to duty would insure constant employment.

The settlement was reached and operations resumed in less than twenty-four hours after the Board arrived at Ironton.

BRICK MAKERS.

OAK HILL.

On April 30th, the Board received notice from the mayor of Oak Hill, of a strike of brick workers employed at the several plants in that vicinity. On May 3rd, the chairman and secretary visited the locality and learned that the movement involved the Etna Fire Brick Company, Oak Hill Fire Brick Company, Davis Fire Brick Company and the Ohio Fire Brick Company, employing in the aggregate about 225 hands, all of whom were members of Local Union 115 of the International Brick, Tile and Terra Cotta Workers, Alliance, and demanded an advance of fifteen cents per day.

From the best information at hand we learned that kiln setters and carriers were paid \$1.32; the molders and pressers \$1.62 and the wheelers and common laborers \$1.20 per day of ten hours. The men claimed that the advance in rent and household necessities were such as to fully justify their moderate demand for an increase of fifteen cents per day, and finding no other way to secure the higher rate, they decided to cease work until such time as their employers would grant the advance.

The manufacturers informed the Board that besides the plants at Oak Hill, there was also one at Portsmouth, one at South Webster, one at Starr, one at Scioto Furnace and two at Sciotoville, all of which were in the Portsmouth district and governed by the same scale of wages; that the Oak Hill manufacturers always had, and would continue to pay the district price and would pay the scale demanded by the men, as soon as their competitors would do so, but to advance the wages of their employes fifteen cents per day, would increase the cost of bricks to such a figure as to render it impossible for them to compete with other manufacturers in the district who were paying the lower rate and therefore they refused the demand for increased pay.

A conference was arranged between the parties, and while the utmost good feeling existed between them, they were unable to agree.

In conversation with members of the Board, it was admitted by some of the manufacturers that the scale of wages was not only low, but should be advanced and that they could afford to pay the price demanded by the men. From this it would seem that the employers did not object so much to increasing wages, but rather as to which particular firm should take the initiative in the matter.

The strike commenced on April 20th, and continued without any change worthy of mention until June 15th, when the manufacturers in the district granted the advance demanded by the Oak Hill workmen and the strike ended and all hands returned to their situations.

YELLOW POPLAR LUMBER COMPANY.

COAL GROVE.

On June 13th, the following official telegraphic notice was received.

IRONTON, OHIO, June 13, 1903.

MR. JOSEPH BISHOP, *Secretary State Board of Arbitration, Columbus, Ohio:*

There has been a lockout at Yellow Poplar Lumber Company since June 10th. Company demanded union to surrender charter or quit work. No prospects of settlement, company officials refuse to treat with union. Think situation requires your presence. Six hundred men affected.

J. W. VAN HORN,
Mayor Village Coal Grove.

In response to the above notice the secretary visited Ironton on the following day and within a short time held a conference with a committee representing the employes of the Yellow Poplar Lumber Company.

It was learned that the workmen were members of Local 193 of the Amalgamated Wood Workers' International Union of America and that for some time previous to the strike the relations between the management and the union had been somewhat strained. From the best information at hand, the men desired a recognition of their union, an increase in wages, that sixty hours constitute a week's work and that there be two pay days a month instead of one as heretofore. These matters were formally presented to the company in a communication dated April 28th, and to which the president of the company made reply as follows:

April 28th, 1903.

MR. JAS. H. MILLER, *Chairman:*

DEAR SIR:—Your communication of the 28th inst., asking this company

First—For recognition of union;

Second—For 10% increase in wages;

Third—Sixty hours to be considered a full week's work except in case of extreme necessity;

Fourth—Regular pay days to occur twice a month;

All effective May 1st, received, and, in reply thereto, we beg to say that we would like to have a better understanding of what "recognition of the union" means, because in entering into any agreement, to get satisfactory results a complete understanding of what the agreement consists of should be had by both parties, that the obligation of each to the other is clearly understood, and we therefore request that you prepare and submit to us a proper definition of what "recognition of the union" means.

In regard to the increase in wages, we have posted a notice today of such an increase as we think is consistent with the present market price of labor, and to place wages on a fictitious basis would be an undesirable thing to do.

In regard to sixty hours' work a week constituting a full week's work, we regard it necessary for a portion of the men to work over time at this season of

the year, in order to move stock so that we will not need to shut down later in the season for want of piling room, as later on we will be unable to get orders to move the stock fast enough to keep ahead of the saw.

In regard to making payments semi-monthly instead of once a month, we have been looking into this question and find that it will increase the labor of three men in our office 12%, to figure out the pay roll, make up store accounts, put money in envelopes and distribute it amongst the men. In trying to figure out some way to concede this point we thought that by paying off every two weeks and having the pay roll two weeks behind the time at all times, the work would be distributed so that it would work no hardship, but this does not change the actual labor to be performed at all, and we think that to concede this point would be a burden on three of our office men that would be excessive, and we therefore request that you withdraw your second, third and fourth requests.

Yours very truly,

YELLOW POPLAR LUMBER COMPANY,

F. C. FISCHER, *President.*

The reply of the union to the foregoing letter from President Fischer requesting a definition as to "recognition of the union," is embodied in the following answer made by the company.

May 21st, 1903.

MR. JAMES M. MILLER, *Chairman, Coal Grove, Ohio:*

DEAR SIR:—In reply to your communication of May 13th, 1903, in which you state as follows: "F. C. Fischer, Sir: Your communication of April 28th, asking us to submit a proper definition for the "recognition of the union" received and discussed, in reply we would submit the following: "A recognition of our union as a body." By that we mean:

First—The employment of union men as far as possible.

Second—The discharge of no union man for trivial offenses.

Third—Privilege be given the union officers to use all reasonable means to induce new employees to become union men.

Fourth—All grievances between employees and management shall first be submitted to a committee for investigation. If just causes for such grievances be found to exist, this committee will wait upon such persons as the management of Y. P. L. Co. may designate to consider these claims. If no just cause be found such claims shall be immediately dropped.

Fifth—If the above agreement be adopted the union shall discourage the violation of any business or conduct rules which now exist for the proper control and handling of men under the supervision of the Yellow Poplar Lumber Company.

In addition to the above we would respectfully ask the management to grant the following:

First—That you abolish the present insurance system carried on for the benefit of the employees.

Second—That you reconsider and grant our fourth article of our previous statement which reads: "Pay days to occur twice a month with privilege of holding back three days."

Respectfully yours,

THE A. W. I. U. No. 193,

By Committee, JAMES MILLER, *Chairman.*

In above mentioned letter you request a recognition of your union as a body and you state, "By that we mean, First—the employment of union men as far as possible." We would suggest that this clause be made to read, "The employment of union men as far as equitable, considering time of service, mental and physical ability for the work desired to be performed, and loyalty of applicants, to be determined by the management."

You state, "Second—The discharge of no union man for trivial offences." The past attitude of the management toward its employes has been fair, and no man has in the past been deprived of his position without good and sufficient reason, and the same discretion would prevail in the future as in the past. Should an employe be discharged through misunderstanding, the management would, in justice to the discharged employe, re-instate him, upon ascertaining that what had been thought good cause for dismissal was error on their part, and we suggest that in the place of your second clause the following be substituted: "The discharge of an employe to be reconsidered where it be shown that said discharge was caused by a misunderstanding of the facts in the case by the management."

Third clause in your letter reads as follows: "Third—Privilege be given union officers to use all reasonable means to induce new employes to become union men." We would suggest the following phraseology to take the place of this clause: "Third—The management offers no objection to the members of the union using such reasonable efforts to secure membership to the union from its non-union employes, always provided that said efforts be made outside of working hours and not within company's premises, so that the company's right to employes' time during working hours may not be encroached upon, and to be at all times free from intimidation or violence."

In clause fourth you state "All grievances between employes and management shall first be submitted to a committee for investigation; if just cause for such grievance be found to exist, this committee will wait upon such persons as the management of Y. P. L. Co. may designate to consider these claims; if no just cause be found such claims shall be immediately dropped." In view of clause second as per our suggestion above, this clause number four would seem a repetition and superfluous, therefore should be cut out.

In your clause fifth you write; "Fifth—If the above agreement be adopted, the union shall discourage the violation of any business or conduct rules which now exist for the proper control and handling of men under the supervision of the Yellow Poplar Lumber Co." In commenting on subject dealt with in above clause, we wish to call your attention to the fact that on the nightturn of Thursday, the 14th inst., a few men working in the mill absented themselves from their work, to attend union meeting, disregarding our interest and request of foreman not to leave; their absence without proper notice necessarily compelled shutting down the mill until their return, this not alone causing loss to the company of their services, but, as a consequence, laying idle all the men employed on the night shift for the length of time they were absent, thus causing a loss to the company of a considerable sum of money, which would not have occurred had it not been for your union.

One of the difficulties we fear from a recognition of the union is that such an organization carries with it an influence upon individual members developing reckless independence instead of prudent and intelligent use of power. It would, therefore, appear to us entirely equitable that we should have some financial protection against outbursts of this kind if they occur, and if they do not occur, no one will be injured by the arrangement suggested herein. We would, therefore, suggest that you insert in the place of clause fifth as you now have it, the

following: "Fifth—This union hereby agrees to discourage its members in violation of rules of the company as governing its employees, and furthermore, agrees that all members of this union, individually and collectively, will agree in writing and bind themselves, individually and collectively, to permit the Yellow Poplar Lumber Company to retain 10% out of the first month's wages to be handed over to _____, as Trustee, for the purpose hereinafter set forth; and said employees, or as many of them as are members of this union, agree always to keep sufficient funds in the hands of such trustee as will aggregate the sum of 10% of their respective wages from said Yellow Poplar Lumber Company, said sum to be levied and paid over to and held by said trustee, as above set forth. It is further agreed by this union that Messrs. Willard Higgins and James Miller and Messrs. F. C. Fischer and Leon Isaacsen shall constitute a committee to represent the employees of the Yellow Poplar Lumber Company who are members of this union, as well as the Yellow Poplar Lumber Company, in determining claims made by the Yellow Poplar Lumber Company for violations of rules and other causes committed by any individual member of this union, which, as claimed by the Yellow Poplar Lumber Company, have caused them pecuniary loss. Should the parties above named not be able to agree upon the findings, then they shall call in a fifth party, who shall be a man of broad experience in affairs, of well known integrity, and a disinterested party to the contention, and it shall be expressly understood that in determining these questions from time to time the members of this committee shall do so from a perfectly fair and impartial standpoint, and any finding made, either by mutual agreement of the four members of the committee, or by three out of five, if the fifth may be called in, shall be binding upon the individuals and union and the Yellow Poplar Lumber Company, and any order drawn by the union members of this committee upon _____, as trustee, shall be honored and paid by him, and there shall be no appeal from decision and payment as above stated."

You further state, "In addition to the above we would respectfully ask the management to grant the following: First. That you will abolish the present insurance system carried on for the benefit of the employees." So that these clauses may not be confounded with first clauses in your letter we will style them as clause "A 1st" and "A 2d." To the clause of "A 1st" we would reply that we have found in the past that this method of insurance has proved of great benefit to our employees that have had the misfortune to meet with accident while in our employ; the finding of medical attendance, medicine, and half pay while disabled has been a boon to many, and, in fact, likely enabled some of the beneficiaries of the system to keep themselves and families in comfort where they, otherwise, would probably have been in want of the necessities of life, while the party that has the good fortune not to meet with accident may suffer to the extent of expending 50% per month to the evident benefit of its more unfortunate fellowworkers. We find, furthermore, that from May 1st, 1902, to May 1st, 1903, there has been paid by employees for insurance \$1,658.45, while during the same period there has been paid to such employees as have been injured, by the company carrying the insurance, \$2,702.10, or \$1,043.65 more than has been paid out by employees, and we therefore consider the present arrangement a good business proposition and believe it a mistake to discontinue same.

Your "A 2d" reads as follows: "That you reconsider and grant our 4th article of our previous statement which reads as follows: "Pay days to occur twice a month, with privilege of holding back three days." This matter was up for discussion before and for stated reasons that appeared to us equitable we requested you to withdraw said request. We notice, however, you renewed same without, however, giving any logical reason why same should be granted.

We have given considerable thought to the matter in hand, and are free to confess that we do not think that the union will be of any benefit to our employes or to us, but we may be in error as to this, and not wishing to stand in the way of progress, we would not object to a fair and thorough trial, so that we may have a practical demonstration of the merits and demerits of the union and still not commit ourselves to do something which would injure our business. And, on the other hand, we do not wish to "turn down" off hand a proposition put before us by our employes without giving their request respectful consideration and trial. We think to give the theory a fair trial to both parties it would probably take six months to determine its practicability, and suggest that the matter be put in force under probation for that length of time, with the understanding that if then found to work satisfactorily, it be adopted permanently. If, however, it be found, after above test, not to work in a satisfactory manner, then the employes to abandon same entirely.

After taking the matter in question up at your meeting, should you be able to meet our views as expressed above, we will, upon hearing from you to that effect, take the matter up with the Ohio River, West Virginia and Kentucky Saw and Planing Mill Association, of which we are members, with the view of having them authorize such action on our part.

Yours truly,
YELLOW POPLAR LUMBER COMPANY.

We were not furnished with a copy of the letter sent by the union in reply to the above communication from the company but were informed that on June 8th the men withdrew all demands except for semi-monthly pay, the abolition of the insurance system and the recognition of the union, as will appear from the following.

June 9th, 1903.

MR. JAS. H. MILLER, *Chairman*:

DEAR SIR:—Answering your letter of the 8th inst., we beg to advise that your demand for pay day twice a month and the abolition of the present insurance system is refused.

Please let us know as promptly as you can if the men employed by this Company are willing to surrender their charter as a union and continue in the employ of this Company the same as before organization.

Yours truly,
YELLOW POPLAR LUMBER COMPANY,
F. C. FISCHER, *President*.

The above letter was regarded by the men as a direct attack upon their organization and feeling assured that the company intended to destroy their union and would discharge all men who refused to withdraw from it, and rather than submit to such interference with their rights as workmen and citizens they unanimously resolved to strike for the right of organization and representation and accordingly all hands ceased work on Tuesday evening, June 9th.

By way of explanation as to the demands presented to the company

the committee stated that the advance in rents and general household expenses justified a higher rate of pay; that the monthly pay rule of the company worked a hardship on many of the men and necessitated their trading at the company store, whereas if they were paid twice a month, they could buy to better advantage, that the employes of all other establishments in and about Ironton were paid weekly or semi-monthly and there was no good reason why the Yellow Poplar Lumber Co. should not do the same. As to the insurance system, the men claimed it was forced upon them against their will and was a condition of employment; that the terms of the insurance were unjust is shown by the fact, that if a man worked but two days a month the company would deduct the full amount of the insurance assessment from his pay for that month; that the statement of the company that for twelve months ending May 1st, 1903, it had paid to injured workmen \$1,043.65 more than it had deducted from the wages of employes for insurance during the same period is misleading and without foundation in fact, for the reason, that during the time mentioned the company refused to pay certain just claims for benefit; which resulted in a law suit and necessitated the expenditure of the above amount; that in forming a union, the employes were exercising their rights as workmen and citizens, and in asking the management to recognize the organization or its representatives, they only desired to establish a fair and reasonable method of doing business, and which is practiced by employers generally; that the company is associated and making common cause with others in the same line of business is shown by their letter of May 21st, in which they state "Should you be able to meet our views as expressed above we will upon hearing from you to that effect, take the matter up with Ohio River, West Virginia and Kentucky Saw and Planing Mill Association of which we are members, with a view of having them authorize such action on our part," and for the company to deal with us through such an organization and deny us the same right is unreasonable and unjust; that the management is opposed to labor unions is shown by the fact that the foreman and other agents of the company have in various ways tried to create dissension among the union men and disrupt the organization; that the recognition of the union is a fair and reasonable proposition and in justice to all interests involved should be conceded by the company, and if granted, the committee would meet the management and arrange a fair and equitable basis of work.

Having received the foregoing information from the representatives of the union, the secretary called at the office of the Yellow Poplar Lumber Company at Coal Grove and was cordially received by the secretary of the company, who informed him that the president was absent and that he (the secretary) had no authority to deal with the subject of the strike; that the president or vice-president would return in a day or two, and therefore suggested that the consideration of the controversy

and negotiations looking to a settlement be deferred until their return, and further efforts were postponed until Wednesday, June 17th, when the vice-president of the company returned and readily agreed to a conference.

He said that since the formation of the union the committee had constantly annoyed the company and the members of the organization had intimidated non-union workmen; that they had frequently gathered in groups about the mill and yard during working hours, agitating unionism, and on two occasions had shut down the mill to attend union meetings; that they attempted to dictate to the company whom it should hire or discharge and in various ways had interfered with the successful operation of the plant; that when the union was formed it was understood between the committee and the management that any differences that may arise would be settled by the local organization and the company without reference to outside parties; that this understanding had been violated by the men referring the present dispute to their national officers for adjustment; that experience has shown that the insurance system of the company provides indemnity for the workmen in case of injury and is therefore of practical benefit to the employes and their families and to abolish the system would leave the men without financial support during the time of disability; that the monthly pay did not cause any hardship to the workmen and to grant a semi-monthly pay would add considerable to the expense and labor of the office force; that the letter of President Fischer of June 9th was not a demand to surrender the union charter and was only intended to ascertain the views of the workmen on that subject; that the company had no objections to labor unions, the men could join all the unions they desired and persuade others to unite with them but the management would not deal with such organizations or any of their representatives and in hiring or discharging workmen it would not discriminate in favor of or against either union or non-union men; that the company desired good workmen and would guarantee fair treatment but in all matters of difference that may arise it would deal with them only as employes.

On request for more specific information as to the insurance system of the company the secretary of the Board was handed a document of which the following is a copy:

RATES OF ACCIDENT INSURANCE.

Under new policy commencing March 1st, 1897, are as follows:

For men receiving \$1.00 or less for ten hours' work	\$.35 per month
For men receiving 1.25 or less for ten hours' work .....	.45 per month
For men receiving 1.50 or less for ten hours' work .....	.50 per month
For men receiving 1.75 or less for ten hours' work .....	.60 per month
For men receiving 2.00 or less for ten hours' work .....	.65 per month

For men receiving	2.25 or less for ten hours' work	.....	.70 per month
For men receiving	2.50 or less for ten hours' work	.....	.80 per month
For men receiving	2.75 or less for ten hours' work	.....	.90 per month
For men receiving	3.00 or less for ten hours' work	.....	.95 per month
For men receiving	3.25 or less for ten hours' work	.....	1.05 per month
For men receiving	3.50 or less for ten hours' work	.....	1.10 per month
For men receiving	3.75 or less for ten hours' work	.....	1.20 per month
For men receiving	4.00 or less for ten hours' work	.....	1.25 per month

These rates are to be deducted at pay day from wages due.

Every employe working two (2) or more days in any month must pay the insurance assessment for that month.

Employes whose wages for ten hours' work do not amount to any of the sums specified above, will be assessed the rate nearest his wages. For example: An employe whose wage amounts to \$1.00 for ten hours work would be assessed at 35 cents, while one receiving \$1.15 would be assessed at 45 cents, etc.

You will please take notice and carefully agree with every person you shall in the future engage to work for this company, also with all persons now employed in your department and under your charge, to make effective the following:

For the payment of assessments as specified above, employes are insured against bodily injuries sustained through external, violent and accidental means, happening while actively engaged in the prosecution of their work, as follows:

(a) If death shall result within ninety days from such injuries independently of all other causes, the Company will pay one-half of one year's wages of the deceased employe, full doctor's bill and funeral expenses.

(b) If such injuries, independently of all other causes, shall immediately, continuously and wholly disable and prevent the employe from performing any and every kind of duty pertaining to his occupation, the Company will pay one-half of the weekly wages of said employe, during the continuance of such disability, for a period not exceeding (52) fifty-two weeks, and full doctor's bill.

(c) If the loss by the actual separation, at or above the wrist or ankle, of both hands or both feet, or of one hand and one foot, or the irrecoverable loss of the sight of both eyes shall so result, within ninety days, the Company will pay one-half of one year's wages of said employe, and full doctor's bill.

(d) If the loss by actual separation, at or above the wrist or ankle, of one hand or one foot, or the irrecoverable loss of the sight of one eye, shall so result, within ninety days, the Company will pay one-quarter of one year's wages of said employe, and full doctor's bill.

It is understood and agreed that the Company's liability shall be limited as follows:

For any one employe.....	\$1,500.00
For any one week when employes injury comes under the heading described by paragraph "b".....	12.50

On Thursday, June 18th, a conference was held between the vice-president and secretary of the company, the committee representing the union and secretary of the Board. The officers of the company stated positively that while they had no objection to the union, they would not deal with the committee as representing any organization, the men could join such societies as they desired and could persuade others to unite with them, but the management would not recognize them in any organized

capacity; that if the committee would deal with the company as representing employes, they were ready to confer with them, but not otherwise. It was further stated by the company that if the men desired they could return to work without discrimination on the terms and conditions prevailing before the strike, and that the questions as to semi-monthly pay, and insurance could be taken up later on.

This was not acceptable to the members of the committee and as they were acting for their organization, they desired to consult their fellow workmen, all of whom were members of the union, before taking final action, and therefore the conference adjourned until the following day when the company was informed that the committee represented the union and could not deal with the company in any other capacity. The officials of the company again refused to recognize them as such representatives and the meeting adjourned and soon after the chairman of the committee handed the company the following communication.

COAL GROVE, OHIO, June 19, 1903.

YELLOW POPLAR LUMBER COMPANY, *City*:

GENTLEMEN:—We regret that we were unable to make an agreement with you as to the basis of settlement between your company on one side and our committee on the other.

Realizing the great loss to your company, to ourselves and to the community caused by the suspension of operations at your works and desiring a speedy adjustment and resumption of work, we now propose that all matters of difference between the company and workmen be submitted to a local board of arbitration; the company and the men to each select one arbitrator and the two thus chosen to select the third, or if you desire we will agree to refer the entire matter to the State Board of Arbitration for settlement and in either case we will accept and abide by the decision.

J. W. VAN HORN,
JAMES H. MILLER,
WILLIAM SLOAN,
MADISON DEAN,
WILLIAM HONAKER,
W. J. MURPHY,
Committee.

No reply was made by the company to the above proposition of the union "that all matters of difference be submitted to a local board of arbitration," or to the State Board, but the officers of the company informed the secretary of the Board that they would not agree to arbitration.

The results of the conference were reported to a meeting of the union on Monday morning, June 22d, when it was decided by almost a unanimous vote to continue the strike for a recognition of the union.

For more than a week the secretary of the Board had been in daily personal communication with the officials of the company endeavoring to persuade them to recognize the union and assured them that such

recognition would lead to a speedy and satisfactory adjustment and resumption of operations. He also tried to induce the committee to modify its demands, believing that such a course would lead to a friendly understanding with the company. These efforts were unavailing and as the men demanded recognition of their union, and the company absolutely refused such recognition, we were unable to harmonize their differences, and for the time being suspended further efforts to adjust the controversy, but continued to keep well informed as to the progress of the movement and prepared to render such service as occasion may require.

On July 1st the following telegram was received.

ASHLAND, KY., July 1st, 1903.

JOSEPH BISHOP, *Secy. State Board of Arbitration, Columbus, Ohio:*

Would advise you return to Ironton. Important.

A. W. JONES.

In response to this message the secretary returned to Ironton and at once put himself in communication with the representatives of the local union. He was informed that the company had imported some new men, who with about fifty of the old hands had been working for several days; that more than one hundred members of the union including certain officers had applied for and secured their situations and that the plant would resume operations in all departments on the company's terms, and believing it useless to further continue the controversy, a meeting of the union was held and the strike declared off.

We were informed by the company that on June 22nd, it employed a number of new men to ship lumber, and on June 29th, fifteen old hands resumed work in the planing mill and that the number increased daily until July 5th, when fifty of the old hands were at work; that on July 1st it gave notice that the saw mill would resume operation and 102 men at once applied for their places, and on July 5th all departments were in full operation single turn; that more than 200 of the old hands had returned to work on the company's terms, and that in the future the works would be operated on a non-union basis.

When the strike commenced the company was operating double turn and employed about 400 hands with a pay roll of \$16,000.00 per month.

FEARON LUMBER AND VENEER COMPANY.

IRONTON.

Upon arriving at Ironton on June 14th in response to the notice of a lockout at the Yellow Poplar Lumber Company at Coal Grove, the secretary of the Board was informed that about seventy-five men em-

ployed by the Fearon Lumber and Veneer Company of Ironton were on strike for the recognition of their union. It was learned from the committee representing the employes that they were members of Local 302 of the International Longshoremen, Marine and Transport Workers' Association and desired the company to enter into an agreement with them to recognize the union, employ union men and to arbitrate all matters of difference.

The statement of the committee is as follows. That on or about March 26th, the president and secretary of the union presented to the company the following agreement.

AGREEMENT.

Made and entered into at Ironton, Ohio, this the ——— day of ———, 1903, by and between Local 392 of the I. L. M. & T. W. A. and the officers duly authorized by said local who have attached their names as first part, and the President or owners of said Fearon Lumber and Veneer Company, of Ironton, Ohio, who have attached their names to this agreement as second part.

ALONZO BRUMFIELD, *President.*

WILLIAM S. STEVENS, *Secretary.*

SECTION FIRST.

This agreement is to begin April 1st, 1903, and to expire April 1st, 1904.

SECTION SECOND.

All employes, employed by the managers or owners of said Fearon Lumber and Veneer Company, for the purpose of performing labor, shall be members of the Local organization 392 of the I. L. M. & T. W. A. of Ironton, Ohio, whenever such men can be had who can perform the work as called for in mill and yard or river, when such can not be had, the manager or owner have the right to secure any other men who can perform the work in a satisfactory manner until such time as members of the Local 392 of the I. L. M. & T. W. A. can be secured; that no man shall be discharged without just cause and be notified of the cause of the discharge.

SECTION THIRD.

In the event of any controversy arising between the men or local organization and the mill managers or owners, or in the event of any of the men or local organization having any grievance the men shall continue to work and any and all such controversies and grievances shall be settled if possible by the representatives of the local organization and representatives of the mill managers or owners; if such controversies and grievances can not be settled, then they shall be arbitrated by choosing a third disinterested man upon whom the representatives of the local organization and the mill owners or managers shall agree and the decision of any two shall be final; if the representatives of the local organization and the representatives of the mill managers or owners can not agree upon the third man, then each side shall choose a disinterested man and the two disinterested men thus chosen to choose a third disinterested man and said

three men shall constitute a board of arbitration and the decision of a majority of said three shall be final; it is expressly agreed that said arbitration board shall meet within ten days after the occurrence of the difference requiring arbitration and that the Local 392, shall pay the one half of the arbitration cost, and said Fearon Lumber and Veneer Company pay the remaining one half of said arbitration cost.

SECTION FOURTH.

It is distinctly understood by the mill owners and the representatives of Local 392 of the I. L. M. and T. W. A. that no beer, whiskey or other intoxicating liquors shall be brought on the premises of the said Fearon Lumber and Veneer Company.

SECTION FIFTH.

It is also distinctly understood that no members of said Local 392 of the I. L. M. & T. W. A. in an intoxicated condition or under the influence of liquor shall be permitted on the premises of the said Fearon Lumber and Veneer Company.

SECTION SIXTH.

That none of the company employes, employed by the hour or month shall be permitted to leave their work during working hours without permission when labor is to be performed, this section holds good for members of said Local 392 of the I. L. M. & T. W. A. only.

SECTION SEVENTH.

The said Fearon Lumber and Veneer Company shall provide pure and fresh drinking water for said men that are employed during working hours.

Signed. Agents and Officers.

ALONZO BRUMFIELD, *President.*

WILLIAM S. STEVENS, *Secretary.*

That the company declined to sign the agreement which was again submitted by a committee representing the Iron-ton labor council, on June 2nd, and was again refused; that on the 5th of June the union renewed the demand and gave the company until June 9th to consider the matter; that at the time stated, the committee was informed that the company would not enter into the agreement and the men employed in the saw mill at once ceased work and declared a strike. The committee further stated that the workmen made no complaint as to wages, hours of labor or other conditions, their only grievance being that the company would not sign the proposed agreement.

The strike originated in the saw mill and did not involve the men employed in the planing mill, but fearing they would go out in sympathy with the saw mill men, the company closed the entire establishment.

On July 15th, the secretary called at the office and was cordially received, by the representatives of the company. While they did not fully agree with the committee in its statement of the case, it was admitted that the chief cause of the trouble was the demand of the saw mill men to enforce the agreement.

In response to our request for a meeting with the committee, the company declined to confer with representatives of the union but expressed a willingness to meet a committee of employees. This was not at first acceptable to the men, but they yielded to our request for such meeting which was held at room of the secretary on Tuesday June 16. The committee and the company manifested the utmost good feeling for each other and it is worthy of note that the committee did not at that time ask the company to sign the agreement.

The company was under contract to saw lumber for the Yellow Poplar Company whose men were then on strike and the committee declined to handle such lumber until the Yellow Poplar trouble was settled. On the other hand the company insisted on carrying out its contract and refused to make any settlement that would interfere with such work. Being unable to agree it was arranged that all the employees of the saw mill would meet the company on Thursday evening July 18th. The meeting was attended by about fifteen of the workmen, the president, the secretary and manager of the company and the secretary of the Board, who urged the parties to deal fairly with all interests involved in the dispute. Upon being asked by the company for the conclusion as to the basis of settlement, the spokesman for the men at once demanded the signing of the proposed agreement as the only conditions on which they would return to work. The company promptly refused to consider the matter and the meeting adjourned leaving the parties apparently further apart than before.

The next day we again took the matter up with the president of the company when he agreed to meet a committee representing the union workmen and to verbally recognize them as such. The men employed in the planing mill were members of the Amalgamated Wood Workers, while those employed in the saw mill belonged to the Longshoremen's union. A committee of two representing each of the organizations met the president of the company at the room of the secretary on Saturday evening July 20th. The two committees were informed by the secretary of the Board that the company would recognize them as representing their unions which was accepted and endorsed by all present. The president of the company then, presented and read the following as the basis of the understanding between them.

The management of The Fearon Lumber and Veneer Company will give its word of honor, that they will, to the best of their judgment, in their dealing with their employees, adhere to the golden rule, or fair deal, and will not discriminate against any employee on account of membership or non-membership in any labor organization, provided, employees do not by threatening, ostracism, boycotts, or other illegal act, interfere with the property rights or personal liberty of employer or fellow employees.

The company further agrees to recognize any employee whether coming on his own account or as a committee from a labor organization and treat with him

or them in a respectful way; and will endeavor to adjust any grievance or difference between the management and employes by amicable methods that will preserve the rights of both parties.

Contracts excepted, it shall be the right of any employe to leave his employment at any time he sees fit and it shall be the right of the employer to discharge any employe when in his judgment he has sufficient cause for so doing, and shall not be called in question for such act by any labor organization.

The management shall be at liberty to pay such wages as shall be mutually satisfactory to the individual employed and themselves without interference or dictation on the part of individuals or organizations not party to such contracts. Neither shall the management be molested or hampered in the management of its business, or in the sale of its products, so long as they deal justly and within the bounds of the law.

This general statement shall be the basis of settlement of the present strike and a copy of the same shall be preserved by the company and a copy shall be for the employes of said company for further reference.

After the reading of the above document, the president of the company and each member of the two committees expressed themselves as being perfectly satisfied. Fearing however that the matter was not fully understood, and desiring to avoid any misunderstanding that might arise after the resumption of work, the secretary of the Board requested a second reading of the paper, after which, all parties again expressed their entire satisfaction with it as the basis of settlement, and the company resumed operations in all departments on Monday morning July 22nd.

IRONTON PORTLAND CEMENT COMPANY.

IRONTON.

Having received notice of a strike at the works of the Ironton Portland Cement Company, the Board visited the scene of the trouble and at once put itself in communication with the officials of the company and the committee representing the men. The strike commenced about July 10th and was for the reinstatement of suspended and discharged workmen, an advance in wages and unionizing the works, as will be seen by the following proposed agreement submitted to the company by the committee representing the union.

The Members of Local No. 10762 of the American Federation of Labor, through the undersigned agents and representatives of said local and of the members thereof, submit to the Ironton Portland Cement Company the following proposition as a basis of complaints of all differences now existing between the members of said local and said company.

First—The said company to pay an increase to all members of said union of two (2 cts.) per hour.

Second—The said company to reinstate all union men, who have been discharged or laid off by said company.

Third—The said company to meet in conference with the representatives of said local, for the purpose of discussing in a friendly manner, all differences that have arisen, or shall hereafter arise, between said local or the members thereof, and said company, to the end that all such differences may be settled.

Fourth—Said company to recognize said union.

Fifth—The said company to collect from every non-union man employed by it at the cement plant, not at the mines, of said company, the sum of twenty-five (25cts.) per day, until said collections amount to the sum of three (\$3) dollars, for each non-union man or laborer so employed, said sum so collected to be used for the purpose of paying the initiation fee of said non-union laborers, in said local union, which said sum of three dollars (\$3) said collection from each non-union laborer so employed at said cement plant, shall be by said company paid over to the treasurer of said local.

Sixth—In case said company desires to discharge any member of said union, it shall before doing so, specify in writing the reasons therefor. Which said discharge or reasons in writing, shall be filed with the standing committee of said local. Which said standing committee shall at once make a thorough and honest investigation of said discharge, and after said investigation, said committee shall report to said company its findings and conclusions that said discharges are well founded; said member against whom said complaint has been made, shall thereupon stand discharged, but no member shall be discharged until said committee has had an opportunity to examine said complaint, and to make its report for one adversely to said member.

Seventh—The said company to pay inside prices for each and every day that any member of said union works inside said plant, and outside prices for each and every day said member works outside said plant.

This agreement to continue in full force and effect for the period of one year from the signature thereof.

Agents and representatives for the members of Local 10762 American Federation of Labor.

To the foregoing demand the company made reply as follows:

THE IRONTON PORTLAND CEMENT CO.

IRONTON, OHIO, July 22nd, 1903.

To the Members of Local No. 10762 of the American Federation of Labor:

GENTLEMEN:—We herewith beg to reply to your proposition submitted Tuesday, July 14th, 1903.

First—This company cannot increase wages over the present scale as we are now paying higher prices than most mills and as high as any mill in the country for the same class of work. Consequently we would not be able to compete with these mills if we increased wages.

Second—We cannot agree to reinstate men already discharged as they were discharged for good and sufficient cause.

Third—We agree to meet representatives of said local in conference to discuss in a friendly manner all differences that have arisen, or shall hereafter arise, between said local or members thereof, and said company to the end that all such differences may be settled.

Fourth—We agree to recognize the union.

Fifth—This company cannot enforce their employes to join the union neither can they discharge an employe because he refuses to join the union. Company will accept orders from non-union employes for the amount of initiation fee and deduct same from the next regular pay and pay to treasurer of said local.

Sixth—The company reserves the right to discharge any employe at any time they shall conclude that he is detrimental to the company's interest and shall be accountable to discharged employe only. Company will explain to discharged employe cause of his discharge but must refuse to discuss the matter further except with the party directly affected.

Seventh—The company agrees to pay inside prices for each and every day a member of said local works inside of plant and outside prices for each and every day said member works outside of said plant when a full day is worked.

Eighth—This company agrees to stand by and be governed by the above provided said members of said local do not walk out on a strike until all means are exhausted for settling any difficulty that may arise in the future.

THE IRONTON PORTLAND CEMENT CO.,

By A. C. STEECE, *Secretary and Treasurer.*

H. D. RAFF, *Superintendent.*

The men claimed that after the settlement of the April strike, the manager laid off a number of union men and within a few days filled their places with non-union workmen and paid them higher wages; that members of union committees had been discharged and in various ways the officials of the company had manifested their opposition to organized labor, and to prevent further discrimination the union required the company to enter into the proposed agreement.

On the other hand the company stated, it was friendly to the union and would recognize and deal with its representatives, but it could not permit labor organizations to dictate the rules of the works or in any way interfere with the operation of the plant or methods of business; that it would reinstate the suspended workmen but refused to re-employ the discharged man for the reason that he was particularly objectionable and in various ways had shown that he was undesirable; that the company could not pay higher wages than its competitors but was willing to grant the maximum rate paid by other like concerns.

The committee was firm in the position it had taken and refused to make any settlement whatever, except as provided in the proposed agreement. Other members of the union having learned that their committee and the company were unable to agree and desiring a settlement of the controversy, appointed an entirely new committee to adjust the matter, when the following agreement was entered into.

THE IRONTON PORTLAND CEMENT COMPANY.

IRONTON, OHIO, July 30th, 1903.

To the Members of Local No. 10762 of the American Federation of Labor:

The Ironton Portland Cement Co. herewith submits a proposition as a basis on which they will operate their plant. This proposition becomes an agreement binding on both parties thereto, when signed by the executive officers of The Ironton Portland Cement Co., and the authorized representatives of Local 10762 of the American Federation of Labor.

First. The said company agrees to pay the scale price now in effect at the Lehigh Portland Cement Co., at Wellston, Ohio.

Second. The said company agrees to reinstate all union men who have been laid off as vacancies may exist, and which they are competent to fill. The men who have been laid off to be given preference over new men when vacancies are filled.

Third. The said company agrees to meet in conference with the representatives of said local for the purpose of discussing in a friendly manner all differences that have arisen, or shall hereafter arise, between the said union, or the members thereof, and the said company, to the end that all such differences may be settled.

Fourth. The said company agrees to accept orders for initiation fees from non-union men, and deduct same from the next regular pay, and pay to the financial secretary of said local, when same is requested by non-union workmen. But this is not to imply that the Ironton Portland Cement Co. will in any way use its influence with any non-union workman for or against joining said union.

Fifth. The Ironton Portland Cement Company reserves the right to discharge any workman in its employ, whether he is a member of said union or not; whenever, in their opinion, he is not serving to the best interests of the company, and it is further understood and agreed, that The Ironton Portland Cement Company will in no case discharge any workman because of his being a member, or hereafter becoming a member of any labor organization whatsoever.

Sixth. The said company agrees to pay inside prices for each and every whole day that said member of said union shall work inside of plant, and outside prices for each and every whole day that member works outside said plant. The said company reserves the right to transfer workmen from one position to another as they may deem necessary.

Seventh. The said company agrees to stand by and be governed by the above provided said members of said local continue work until all means are exhausted for the settlement of any differences that may arise in the future.

This agreement to be continued in full force and effect to Jan. 1st, 1904, from the date of the signature hereto.

Signed. THE IRONTON PORTLAND CEMENT CO.

Local 10762 A. F. of L.

The agreement was signed by the representatives of the company and the union and the strike declared off, and all hands returned to work except the one against whom special complaint was made.

PORTSMOUTH HARBISON—WALKER COMPANY.

SOUTH WEBSTER.

On July 11th the Board was informed of a **strike** of brick makers at South Webster. Telegraph communication with the mayor, **disclosed** the fact that about 120 men were involved in a dispute with the Portsmouth Harbison-Walker Company manufacturers of fire brick.

The secretary of the Board at once started for South Webster, but before reaching there, learned that several other establishments controlled by the Portsmouth Harbison-Walker Company were involved in the controversy and that the general office of the firm was at Portsmouth. Accordingly the secretary visited Portsmouth and called on the officers of the company who informed him that they had brick works at South Webster, Sciotoville, Scioto Furnace, Star and Portsmouth, and also in Kentucky, and that the employes of the Ohio plants were out in sympathy with other members of their organization employed by the Harbison-Walker Company of Pittsburgh and operating brick works in the Pittsburgh district and other eastern localities and who were on strike for the recognition of their union; that the Portsmouth Harbison-Walker Company was in no way connected with and was entirely independent of the Harbison-Walker Company operating eastern establishments, and was not implicated or interested in the strike of said company, or in any disputes or differences that may exist between employers and workmen at other places; that the company **had** recently granted its employes a voluntary advance in wages and as far as known to the management they were satisfied with their pay and general conditions; that the men had gone out without cause and without due notice, and while the company desired the old hands to resume work and would confer with representatives of the employes it would not meet or deal with the officers or committees of the union.

The secretary next called on the representatives of the men and learned that the employes of the several plants of the company were members of the International Brick, Tile and Terra Cotta Workers' Alliance; that the Portsmouth Harbison-Walker Company was an auxilliary of the combine known as The Harbison-Walker Company of Pittsburgh and which owned and controlled the works in the Portsmouth district and also at various places in the east; that at certain eastern establish-

ments, the company had without cause discharged twenty-five or more of the principal officers and members of their union and refused to reinstate them unless they would first withdraw from the organization, and had in various ways endeavored to disrupt and destroy the union; that the company refused to meet or deal with the officers or committees representing the workmen and finding no means of reaching an amicable settlement, the men inaugurated a strike at all eastern plants of the company; that as the Portsmouth Harbison-Walker Company was an auxiliary and supplying the trade of the eastern combine, the International Association ordered the employes at the establishments of the company in the Portsmouth district to cease work which they did on July 9th; that they had no complaint against the company as to hours of labor or wages and were out in sympathy with the members of their union employed by the Harbison-Walker combine in the east, and while they declined to confer with the local management, they were ready to return to work at any time the company would recognize the union and reinstate the men discharged at the eastern establishments or when the officers of the union would declare the strike off, or order a resumption of operations.

As will be seen by the foregoing statements, the company expressed a willingness to meet with representatives of the employes, but the latter were not disposed to confer with the company, and while the secretary endeavored repeatedly to persuade the men to agree to such meeting, all efforts to bring the parties together were unavailing.

The principal point of differences between the parties was as to the relation existing between the Portsmouth Harbison-Walker Company of Portsmouth and the Harbison-Walker Company of Pittsburgh. The Portsmouth company declared it had no connection whatever with the Pittsburgh concern, and therefore the strike was wholly unjustifiable. On the other hand, the men justified their sympathetic strike on the ground that the Portsmouth company was a constituent of the Harbison-Walker combine and by supplying its trade was aiding in defeating the union cause in the east.

We are told that all the employes of the company in the Portsmouth district did not belong to the union or go out when the strike order was issued, and that some that did go out soon afterwards returned to work, and therefore the company was able to continue operations in a limited way, and within a short time increased its working force by bringing in non-union men, who, we were informed, were housed and fed on the company premises.

In the meantime the strike for recognition of the union and the reinstatement of the discharged men at the eastern establishments was being waged with more determination than before, and while we have no information as to the result in the eastern district, we are reliably informed that the Portsmouth Harbison-Walker Company gradually

secured new men and while operating its plants, were doing so at great disadvantage and under most unfavorable conditions and continued to do so at the time of closing this report.

HARTJE BROS. PAPER MILL, STEUBENVILLE.

On August 6th, the Board received the following communication.

THE CITY OF STEUBENVILLE, OHIO,
OFFICE OF THE MAYOR,
STEUBENVILLE, OHIO, August 4th, 1903.

MR. JOS. BISHOP, *Secretary State Board of Arbitration, Columbus, Ohio:*

DEAR SIR:—There is a strike on here at the Hartje Bros. Paper Mill.
Yours respectfully,

ROBERT I. SCOTT,
Mayor.

The Board replied as follows:

STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,
COLUMBUS, OHIO, August 6th, 1903.

HON. ROBERT I. SCOTT, *Mayor Steubenville, Ohio:*

DEAR SIR—We have your notice of the 4th inst., of a strike at The Hartje Bros. Paper Mill in your city. In reply, the Board is now engaged in the settlement of disputes at other places, as soon however, as present official duties will permit we will take the matter up.

In the meantime we suggest that you endeavor to arrange a meeting between the representatives of the company and the workmen with a view of reaching a friendly understanding.

Will you please keep us advised on the subject.

Very respectfully,
THE STATE BOARD OF ARBITRATION,
By Jos. Bishop, *Secretary.*

Having disposed of the business on hand at the time of receiving the notice from the mayor, and as no reply had been received to the above communication, the Board sent the following letter to the mayor.

STATE OF OHIO,
OFFICE STATE BOARD OF ARBITRATION,
COLUMBUS, OHIO, August 17th, 1903.

HON. ROBERT I. SCOTT, *Mayor Steubenville, Ohio:*

DEAR SIR—Will you please inform this Board if the strike at The Hartje Bros. Paper Mill in your city has been settled? If not, we will endeavor to promote an understanding between the company and its employees.

Awaiting your reply,

Very respectfully,
JOS. BISHOP, *Secretary.*

The following telegram was also sent to Mayor Scott:

COLUMBUS, OHIO, August 17th, 1903.

HON. ROBERT I. SCOTT, *Mayor Steubenville, Ohio:*

Has strike at paper mill been settled? Answer.

JOS. BISHOP, *Secretary.*

To the above, Mayor Scott sent the following telegraphic reply.

STEUBENVILLE, OHIO, August 17th, 1903.

JOS. BISHOP, *Columbus, Ohio:*

The strike not settled. Are trying to settle at Pittsburg, Pa.

ROBERT I. SCOTT.

In answer to the foregoing telegram, the Board sent the following letter.

STATE OF OHIO,

OFFICE STATE BOARD OF ARBITRATION,

COLUMBUS, OHIO, August 17th, 1903.

HON. ROBERT I. SCOTT, *Mayor Steubenville, Ohio:*

DEAR SIR—We have your telegram informing us that efforts are being made at Pittsburg to settle the strike at The Hartje Bros. Paper Mill in your city. It occurs to us that while friendly negotiations are in progress between the management and the employes, it would be well if we did not interpose. If however, an adjustment should not be reached, we will endeavor to bring about an understanding between the parties.

Will thank you to keep us advised on the subject. Hoping to hear of a speedy and amicable settlement between the company and workmen,

Very respectfully,

THE STATE BOARD OF ARBITRATION,

By JOS. BISHOP, *Secretary.*

No reply was received to the above communication, and we are therefore unable to report definitely on the subject of the strike.

BUILDING TRADES.

SANDUSKY.

Having been unofficially informed of a strike in the building trades at Sandusky, the secretary of the Board communicated with the mayor of the city who informed him that the men employed in the various building trades were on strike; that several hundred men were involved

and that he would secure for the Board a statement from each party as to the cause of the trouble.

On August 7th the mayor placed in our hands the following correspondence, which explains itself:

SANDUSKY, OHIO, August 4th, 1903.

HON. JOHN J. MOLTER, *Mayor, City*:

DEAR SIR—With reference to your request for some information from the Builders' and Traders' Exchange in regard to the strike now on in this city for use of the State Board of Arbitration, I have been instructed to furnish you a copy of statement printed July 23d, 1903, which clearly states the facts and which information we trust will be satisfactory.

Very respectfully yours,

(Enclosure.)

E. P. BROHL, *Secretary,*
Builders and Traders Exchange.

The following is the statement referred to in the foregoing letter, and which appeared in the public press of Sandusky on Thursday July 23rd.

The press committee of the Builders' and Traders' exchange submit to the public the following statement of their position in the controversy between the members of the exchange and their employes who are now on a strike:

About May 1st the members were called upon by committees from the different labor organizations and asked to sign an agreement with their organizations to employ none but members of their organizations, at a scale fixed by them and the number of working hours fixed by them. This the members refused to sign, as we believe in the principle that each individual should have the privilege of running his own business in his own way without the dictation of the walking delegate. Our declaration of principles is that absolute personal independence of the individual to work or not to work, to employ or not to employ, is the fundamental principle which should never be questioned or assailed; that upon it depends the security of our whole social fabric and business prosperity, and that employers and workmen should be equally interested in its defense and preservation. After several conferences between the contractors, painters, tanners, plumbers and mill operators' associations and their employes, they came to an agreement on the wage scale which was satisfactory to both sides, both union and non-union men to be employed. The contractors' association was unable to come to an understanding with the plasterers because their demands were exorbitant and out of proportion to the other branches of the trade. Within the past two weeks the plasterers have agreed to accept the scale offered by the contractors' associations, but now demand a contract recognizing the union, which means that none but union men are to be employed, which is directly against our declaration of principles and is impossible for us to accept. They ask us to enter into a contract which is only binding on their side, as we have found out by the experience of the painters' association, who made a contract on April 1st, 1903, with the Painters' and Decorators' Union No. 788, to go into effect on that date and to last one year. They have now laid down their brushes without making any demand on their employers or giving them any notice whatever, but quit

upon the call of the walking delegate, and now refuse to go to work without a new contract being made which shall provide for a recognition of the union.

The Geo. R. Butler Co. made a ten per cent. advance to their employes unsolicited about May 1st. Thirty of their machine and bench hands quit work on Tuesday morning without making any demand of their employers or giving them any notice. This action of the union men proves that the position that the Builders' and Traders' Exchange has taken is a just one. The following decision rendered by the commission appointed by President Roosevelt to arbitrate the coal strike, also the following letter from the President touching on this subject, further justifies the position we have taken, and we invite the public support in our undertaking to free ourselves from the domination of the walking delegate and to preserve our personal liberty in the management of our business.

The following is President Roosevelt's letter.

WASHINGTON, July 21st.

William A. Miller, on May 18th last, was removed by the Public Printer from his position of assistant foreman of the government printing office, because he had been expelled from the local union of the International Brotherhood of Bookbinders. Mr. Miller complained to the civil service commission and on July 6th it requested Mr. Miller's re-assignment to duty, his removal being contrary to the civil service rules.

Complaint also had been made to the President and by his direction Secretary Cortelyou investigated the matter. On July 13th President Roosevelt wrote as follows:

"My Dear Secretary Cortelyou:—In accordance with the letter of the civil service commission of July 6th, the public printer will re-instate Mr. W. A. Miller in his position. Meanwhile I will withhold my final decision of the whole case until I have received the report of the investigation on Miller's second communication, which you notify me has begun today, July 13th.

"On the face of the paper presented, Miller would appear to have been removed in violation of the law. There is no objection to the employes of the government printing office constituting themselves into a body if they desire to do so, but no rules or resolutions of that union can be permitted to override the laws of the United States, which it is my sworn duty to enforce.

"Please communicate a copy of this letter to the public printer for his information, and that of his subordinates."

The next day the President followed this letter up with the following letter to Secretary Cortelyou:

"In connection with my letter of yesterday, I call attention to the judgment and award by the Anthracite Coal Strike Commission in its report to me of March 8th last. It is adjudged and awarded that no person shall be refused employment or in any way discriminated on account of membership or non-membership in any labor organization, and that there shall be no discrimination against or interference with any employee who is not a member of any labor organization by members of such organization.

"I heartily approved this award and judgment by the commission appointed by me which in itself included a member of a labor union. This commission was dealing with labor organizations working for private employers. It is, of course, mere elementary decency to require that all government departments shall be handled in accordance with the principle thus clearly and fairly enunciated.

"Please furnish a copy of this letter to Mr. Palmer and to the civil service commission for their guidance."

It is announced that Public Printer Palmer on Wednesday, July 16th, notified Mr. Miller that he had been re-instated, and might report for duty any day.

BUILDERS' AND TRADERS' EXCHANGE.

The following is the statement submitted by the Building Trades Council.

SANDUSKY, OHIO, August 7th, 1903.

HON. JOHN MOLTER, *Mayor, Sandusky:*

DEAR SIR:—Pursuant to your request I beg to submit on behalf of the Sandusky Building Trades Council, a statement of the causes leading to and present status of the building trades' strike now existing in this city.

The primary cause was the existence of an organization known as the Sandusky Builders' Exchange, which had for one of its strictest rules an edict placing a boycott upon any firm or persons who sold building material of any description to any one who employed union labor.

A contributory cause was the abrogation of signed agreements with different trade organizations by the builders' exchange, and its absolute refusal to confer with or arbitrate with the Building Trades Council.

For the reasons mentioned in the foregoing, a general strike was declared by the Building Trades Council on July 20th, and said strike is still on. The differences in wage scale and other considerations are so slight that an amicable adjustment of affairs could be affected; if the Builders' Exchange would consent to enter into a conference.

This, as I have said, they refuse to do and their arbitrary stand is alone responsible for the continuance of the present trouble.

Very respectfully,

LUKE McKENNY,
Building Trades Council of America.

Having received the foregoing information from the representatives of the employers and employes, two members of the Board visited Sandusky on August 10th and requested a meeting with the executive committee of the Builders' and Traders' Exchange which was held on the afternoon of the same day. The Board called the attention of the contractors to the arbitration law of the State, explained its operation and urged the appointment of a committee to meet the workmen with a view of adjustment. This was promptly agreed to and a committee representing each branch of the building interests was selected. A like committee was appointed by the Building Trades' Council and within a few hours, a conference was in progress between the parties and the members of the Board.

Each member of the committee representing the workmen, stated that while the strike originated with the plasterers, the other trades were out in sympathy with them; they also contended for a joint arbitration

committee representing the Builders' and Traders' Exchange and the Building Trades Council to settle future differences; that the members of the Exchange refused to sell material to contractors not members of their organization, or other persons who employed union labor and required contractors belonging to the Exchange to annul agreements made with the unions. With the exception of the plasterers, the workmen generally were satisfied with wages, hours and conditions, and were willing to resume operations, if the Builders' and Traders' Exchange would recognize the Building Trades Council, agree to the joint arbitration plan, and cease boycotting contractors or others who are friendly to union labor.

It was claimed by the members of the Builders' Exchange that their organization did not and could not deal with differences between individual firms, or contractors and their workmen; that such matters belong to and should be settled by the employers and employes directly involved and therefore it could not enter into the proposed arbitration agreement; that the Exchange had not boycotted contractors, or others, and would not, no matter whether they employed union or non-union labor and could not interfere with the right of members to buy and sell building material as they deem best; that neither the Builders' and Traders' Exchange or any of its members have violated or refused to be governed by agreements made with employes and that the workmen alone had been guilty of such violation by going on strike in sympathy with the plasterers; and without complaint against their employers; that there was no trouble between the journeymen plasterers and the building contractors, the only cause of the strike being the unreasonable demands of the contracting plasterers, who not only employ the journeymen workmen but also work at the trade themselves and are members of the union and have influenced the organization in order to advance their own interests.

The following is the demand referred to.

TO CONTRACTORS AND BUILDERS.

The following is the scale of prices Plasterers' Union No. 57, O. P. I. A., to take effect on and after January 1, 1903:

1. Furnishing stock and labor for lathing and plastering, three-coat dry work, 32 cents per yard.
2. Furnishing stock and labor for lathing and plastering, two-coat work, 30 cents per yard.
3. Lathing and plastering, two-coat work, with material furnished, 18 cents per yard.
4. Plastering two-coat work, with material furnished, 15½ cents per yard.
5. Where building is lathed, the price for plastering and furnishing plastering material is 21 cents per yard.
6. Where material is furnished by carpenter contractor, all brick or stone work outside of ordinary chimneys will be 15½ cents per yard.

7. All day work to be \$4.25 per day, each day to consist of 8 hours.
8. All work to be done by the yard and measured after the plastering is complete, all openings included in measurement.
9. Where carpenter contractor furnishes material for plastering, he must include mortar bed, scaffolding and making of mortar.
10. Where adamant is furnished by carpenter contractor, the price for two-coat work is 18½ cents per yard.
11. Any building over two stories high an additional price of 1 cent per yard for the third, and 2 cents additional for the fourth story, etc.
12. The contractor or builder to pay enough to pay the cost of labor and material when brown mortar is on, the balance to be paid when the plastering is complete.
13. All mantels to be \$7.00 for setting.
14. These prices are confined to the city limits.
15. Any delay caused by strikes or lockouts the plastering contractor will not be held liable for.
16. All above prices, where plastering contractor furnishes material, are subject to change with the price of material.

In reply to the foregoing demands, the carpenters and contractors submitted the following:

We, the undersigned contractors, hereby object to the unreasonable prices demanded by the plasterers of this city, and hereby substitute the following prices which should govern the year 1903:

We are agreed not to pay any more than the prices hereinafter stated.

1. Furnishing stock and labor for lathing and plastering, three-coat work dry; 30 cents per yard.
2. Furnishing stock and labor for lathing and plastering, two-coat work, 27 cents per yard.
3. Lathing and plastering with material furnished, three-coat work, 15 cents per yard.
4. Plastering, two-coat work with material furnished, 12½ cents per yard.
5. Where building is lathed, the price for plastering and furnishing plastering material is 19 cents per yard.
6. Where material is furnished by carpenter contractor, all brick or stone work, outside of ordinary chimneys, will be 12½ cents per yard.
7. All day work to be 40 cents per hour for first-class plasterers, and less for inferior men and apprentices, at prices as may be agreed. Nine hours is to be regarded as a day's work.
8. All work done by the yard to be measured after plastering is complete; all ordinary openings to be included in measurement, one-half of all large openings and all double doors and double windows to be deducted.
9. Where carpenter contractor furnishes his material for plastering, he must include mortar bed and scaffolding and making of mortar.
10. Where adamant is furnished by carpenter contractor, the price for two-coat work is 15 cents per yard, including lathing.
11. The contractors or builders to pay 80% in monthly installments as the

work progresses, and the balance when a job is completed and accepted, or as may be agreed between the parties.

12. All above prices where plastering contractor furnishes material, are subject to change with the price of material.

GEORGE FEICK,
CHIRST BERGMAN,
G. WM. DOERZBACH & BRO.
J. P. WEBER,
J. W. TRABER,
JOHN H. SMITH,
J. H. BROWN,
W. A. KEMPKE,
JOHN C. BIER & SON,
PETERSON & HISS,
AUG. C. WEIDMAN,
F. C. HEGEMER,
GUST REINKE,
KILCHER & SCHEMENAUR,

GEORGE FEICK, *President*,
F. C. DOERZBACH, *Secretary*.
Carpenters' and Builders' Association.

To the above proposition of the carpenters and contractors, the union made reply as follows:

SANDUSKY, OHIO, April 7th, 1903.

BUILDERS' EXCHANGE—Enclosed find your prices. The plasterers have indefinitely postponed all action on it.

Fraternally yours,

JOE C. ATWOOD,
Secretary Local No. 57.

There was no change in the situation until the plasterers presented the following amended or revised list of prices, which was also rejected by the builders.

SANDUSKY, OHIO, April 26th, 1903.

BUILDERS' EXCHANGE—Following is the scale the plasterers have submitted to the Builders' Exchange:

All work to be 30 cents per yard, two-coat work.

All repair work to be \$4.25 per day, consisting of 8 hours.

These prices are subject to change with the price of material.

PLASTERERS' UNION, LOCAL 57.

We are informed that during the month of March the contractors and material men organized the Builders' and Traders' Exchange and about the same time the several trades connected with the building in-

dustry formed the Building Trades' Council. Being unable to arrange terms with the plasterers union, the builders endeavored to secure other men, when they received official notice "that hereafter all trades affiliated with the Building Trades' Council, will refuse to perform any work on buildings that have been plastered by non-union plasterers."

The Building Trades' Council also demanded that the Builders' Exchange agree to appoint a joint conference committee to settle all differences that may arise between the two organizations. This demand was refused by the Builders' Exchange for the reason that such matters properly belong to the workmen and the employer directly involved.

The building trades having made common cause with the contracting plasterers, and failing to reach a settlement with the building contractors, a strike was ordered on July 21st, and which the mayor informed us directly and indirectly affected almost five hundred men.

The efforts of the Board to adjust the controversy extended over a period of five days, during which time the members held frequent conferences with the parties, endeavoring to remove difficulties and aiding them to a clearer understanding with each other.

The fact that the plasterers who were chiefly responsible for the trouble were contractors and employers, was displeasing to the majority of the men in other trades who manifested a desire for settlement. On August 14th, with the assistance of the representatives of building trades' organization of Cleveland, the Board arranged a meeting between the building contractors and the plasterers, when the following list of prices was agreed upon and the strike declared off and all hands returned to work.

If plasterers furnish material they will receive 27 cents per yard.

If material is furnished by the building contractor, the plasterers will receive 12½ cents per yard.

Day work to be paid at the rate of 40 cents per hour.

This case differs from all others in the experience of the Board. It was unique in the fact that those who first caused the strike, and were chiefly responsible for its continuance, were not only contractors, workmen and members of the union themselves, but were also employers of other union men and derived a direct financial benefit from the labor of journeymen union workmen in the same trade. Had the differences existed between the building contractors and the journeymen plasterers, it would have been of short duration and easier settled.

MACHINISTS HOCKING VALLEY RAILWAY.

COLUMBUS.

On August 18th, a representative of the International Association of Machinists, and a local committee of machinists employed at the Hocking Valley Railway shops, at Columbus, and members of Buckeye Lodge, No. 55, called at the office and requested the service of the Board in adjusting certain differences existing between the company and the men as to wages, conditions of work, etc.

We were informed that for several weeks the committee representing the local union had endeavored to reach an understanding with the representatives of the company at the shop, all of whom refused to consider their complaints; that on August 17th, the committee held a conference with the superintendent of motive power, who also declined to adjust their grievances; that the men employed at the shop were tired of delay and unless a prompt settlement was reached, they would inaugurate a strike, and therefore requested the good offices of the Board in arranging a conference and friendly negotiations with the company.

The secretary called on the superintendent of motive power and was informed that on the day previous by request he met a committee representing the members of the International Association of Machinists employed at the Hocking Valley shop and that they had submitted to him a proposed agreement for the acceptance of the company; that he explained to them that he could not enter into the agreement, or negotiate with the International Association of Machinists, or deal with the machinists independent of other workmen; that it had always been the policy of the company to treat all employes with equal consideration and if wages or other matters at the shop were not in line with other shops of like character in the Columbus territory, he would meet a general committee representing all branches of labor and consider and adjust all grievances complained of, and proposed that the committee return to work and that one or two of its members represent their department on said general committee; that on the following day he learned the machinists union had not accepted his offer and he requested that such general committee be selected, which was promptly done and the committee, consisting of eleven workmen representing all departments of the shop (including three machinists) conferred with him and it was mutually agreed that as soon as information as to wages and conditions prevailing in other railroad shops in Columbus territory could be obtained, the same should apply to the shops of the Hocking Valley Company and should date from August 17th; that in accordance with said agreement the company was collecting information and as soon as the necessary data could be secured, the gen-

eral committee would again meet the company when a satisfactory settlement would be reached; that the five members of the committee representing the machinists union had been absent from the shop for almost a week without permission, and that five other machinists had also absented themselves, thereby violating shop rules and seriously interfering with work; that while the company had no objection to the machinists union, it could not deal with such organization to the exclusion of other workmen in its employ and that inasmuch as the committee had refused to resume operations and declined to participate in the negotiations between the company and other employes at the shop and as friendly negotiations were pending and assurance given of an early and amicable adjustment with the general committee the representative of the company declined further dealings with the union machinists.

Immediately following the conference with the company, the secretary again met with the committee representing the machinists and was informed, that on July 28th, and for several days thereafter they endeavored to meet the representatives of the company at the shop for the purpose of presenting their complaints and reaching an understanding with them; that the committee gave to the superintendent of the shop an agreement to be submitted to the proper officers and which they were informed had been given to the officer in charge of the department, and also to the president of the company; that for two weeks or more the local committee made repeated efforts to meet with and discuss their grievances with the officials of the shop, and having failed to get a hearing, a representative of the International Association of Machinists called at the office of the company on August 14th, and was also refused an interview; that the committee then opened correspondence with certain of the officials, which finally led to a conference on August 17th, with the superintendent of motive power, and to whom they gave the proposed agreement; that he declined to recognize their union or deal with the machinists in the adjustment of their complaint; and notwithstanding he refused to enter into the agreement, he practically admitted that with slight modifications the document would not be objectionable: that they declined his request to participate in negotiations between the company and a general committee for the reason that they had no right to negotiate a settlement for other branches of labor and would be regarded as disturbers or agitators by the company and accordingly dismissed and further that they refused to return to work because they had no assurance their complaints would be considered and if they resumed operation, they would be discharged for their activity on the committee; that they did not leave their work without permission but had the consent of those in charge of the shop to "lay off" and therefore had not violated any rule or given the company any cause for complaint against them, and their only offense being that they asked for the same pay and conditions that other railroad

companies give to machinists in their employ; that desiring to continue negotiations with the company, they made written request on August 19th, for another conference with the superintendent of motive power, which he promptly refused; that the machinists were anxious for friendly relations with the company and if necessary to a settlement would make reasonable concessions, but having waited three weeks, and no consideration given to them and seeing no hope of settlement the committee feared the men would inaugurate a strike.

During the interviews with the parties, it developed that the president of the company was absent from the city and that no effort had been made by the machinists to confer with him as to their complaints and therefore the secretary advised and urged the committee to return to work and endeavor to persuade all hands to continue operations until the president of the company would return, when a conference with him would be arranged. This advice was disregarded and at noon on Wednesday, August 19th the machinists declared a strike and as we were informed about one hundred men including helpers and apprentices left the shop.

The following is the proposed agreement submitted by the machinists.

Agreement between the Hocking Valley R. R. Co. and the machinists of the International Association of Machinists employed at the Hocking Valley R. R. shops, Columbus:

ARTICLE 1.

A machinist is classified as a competent general workman, a competent floor hand, lathe hand, vise hand, planer hand, shaper hand, willing machine hand, tool maker, air man, boring mill hand and slotting machine hand; and to be considered a competent hand in either class, he shall be able to take any piece of work pertaining to his class and prosecute the work to a successful completion within a reasonable time.

ARTICLE 2.

Helpers and laborers will be used only on repairs to steam pipes, trucks, springs and spring rigging, but will not be advanced to the detriment of machinists and apprentices.

ARTICLE 3.

All time over the regular working day, Sunday and holidays, as follows: Washington's birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving day and Christmas, shall be paid for at the rate of time and one-half per hour, this to include round house and night men.

ARTICLE 4.

The rate of pay for machinists to be thirty-one (31) cents per hour and nine (9) hours to constitute a days' work.

ARTICLE 5

An apprentice shall be employed for the shop irrespective of the number of machinists employed and one additional apprentice may be employed to every five (5) machinists. This rule will not affect apprentices already employed. Apprentices shall be between the ages of sixteen (16) and twenty (20) years and shall serve four (4) years and shall be instructed in all branches of the trade.

ARTICLE 6.

Should a machinist or apprentice be sent out on the road, he shall receive straight time for all regular working hours and time and one-half for all over time made while on duty and be allowed not less than one [1] dollar a day for expenses.

ARTICLE 7.

No machinist shall be discharged without just and sufficient cause and the company will not discriminate against any machinist who from time to time represents other machinists as committee.

ARTICLE 8.

This agreement to take effect August 1st, 1903.
Committee—Endorsed by Executive Council,

M. A. WILLIAMS, *President*,
J. H. HENDERSON, *Secretary*.

Within a few days after declaring the strike, we received a letter from the committee representing the machinists requesting us to endeavor to arrange conference for them with the president of the company, and which was promptly made known to him. He felt the men had acted unwisely in going out during his absence and without consulting him or giving him an opportunity to advise with them on the subject. He had no objection to the union and desired that all hands return to work in a body and proposed that "if the men would first restore working relations, he would meet the committee on Saturday morning." This offer was refused by the machinists who desired a meeting before resuming operations and within a day or two proposed, that "if the president of the company would meet their committee and recognize and deal with them as a committee representing the machinists of the Hocking Valley shops, they would return to work on Monday morning pending a settlement." The company declined the offer for the reason that the officials were at that time negotiating with the general committee representing all branches of labor at the shop and within a few days would reach a satisfactory understanding as to wages and other matters.

In this connection we will say, that in view of the fact that the men went on strike in the absence of President Monsarrat, and without pre-

senting their grievances to him, and also because his offer, if accepted, would not only secure to each man his situation, but would place the committee in direct communication with him, we advised the acceptance of his proposition, as did also prominent labor men of Columbus, and it is fair to assume that if the men had accepted the offer of President Monsarrat, an amicable settlement would have been reached.

We were informed that about one-fourth of the machinists in the employ of the company were non-union men all of whom refused to join the union strikers, and that soon after the beginning of the strike, all the apprentices, nearly all of the helpers, and several of the striking machinists returned to work.

The strike continued with varying results until September 10th, the regular pay day at the shop, when the striking machinists were paid off.

In the meantime the company had secured information as to the wages paid at the shops of other Columbus lines and on September 11th the general committee of employes was called together to hear the result. They were informed that the Columbus railroads were paying more than the Hocking Valley and that the company had decided to advance wages to the standard scale, and accordingly announced through the public press, an increase in pay of 7.5 per cent. to date from August 17th and that the machinists who had gone out could return to work and receive the advance.

As we have stated, the strikers were unwilling to resume operations without a conference and assurance from the company that their grievances would be adjusted and therefore they declined to return to work upon the terms arranged with the general committee.

There was no change in the situation worthy of note until about the middle of October when a representative of the International Association of Machinists requested the services of the Board in arranging a conference for him with the president of the company. The chairman and secretary promptly yielded to this request but were unable to bring about the desired meeting.

In this connection it should be known that the international officer referred to, said in the presence of the Board and the chairman of the local committee, that the men had made a mistake in going on strike without first endeavoring to see the president of the company and also in not returning to work under the terms of his proposition.

The company endeavored to secure new men and the strikers were active in picketing the approaches to the shop and persuading the workmen to leave the employ of the company. Thus matters continued until about October 23rd when a union official and non-union workman came in contact which resulted in the death of the former. We have no means of knowing, and therefore do not express any opinion as to the responsibility for this lamentable occurrence, only as it emphasizes the impor-

tance of conciliation and arbitration as a means of preventing and settling strikes and lockouts.

At the time of closing this report the union machinists had not reached an understanding with the company and as we were informed, there was no reasonable hope of any further negotiations between them. The shop was being operated on the terms agreed upon between the company and the general committee of employes and the striking machinists had secured employment at other places.

THE STARK ROLLING MILL COMPANY.

CANTON.

About the first of October the Board was informed that certain differences existed between the Stark Rolling Mill Co. manufacturers of sheet iron, located at Canton, and its employes, which would likely cause a strike or lockout. The secretary at once visited the locality of the reported trouble and learned that the workmen were members of the Amalgamated Association of Iron, Steel and Tin Workers and were acting under instruction of their district and national officers, all of whom were anxious to reach a friendly understanding with the mill managers.

From the information at hand we learn that the company had been operating under union rules, and on June 30th had signed the yearly scale of Amalgamated Association and worked under its provisions for several months when the management desired certain modification of the scale or agreement as would provide for an increased output such as it claimed was permitted in other like establishments which were being operated by non-union men. This, the Amalgamated Association declined, and declared that as the scale of prices had been signed in good faith, it should be honestly carried out by both manufacturers and workmen; and if at the end of the year it was found necessary to do so, the Amalgamated Association would then agree to a modified scale.

Several meetings were held between the representatives of the Amalgamated Association and the company, but without reaching an agreement, and desiring that the general public should be fully informed as to the cause of the trouble the following official statements were issued.

STATEMENT OF THE WORKMEN.

"Believing that the facts concerning the difficulty that exists between the Stark Rolling Mill Company and the Amalgamated Association of Iron, Steel and Tin Workers should be placed before the public, in order that the people may know that the fault lies with the firm and not with men, as seems to be the

opinion of those not conversant with the true state of affairs, I hereby make the following statement:

"On June 30th, 1903, the Stark Rolling Mill Company signed the Amalgamated scale of prices governing the various iron and steel trades, to be in force until June 30th, 1904. Entering a protest at the time that a violation of the scale existed at other union mills, and claiming they should be granted the concession of the limit of output. The memorandum of agreement follows, so that all will understand the points at issue:

"We, the Stark Rolling Mill Co., of the first part, and the Canton Lodge No. 42, State of Ohio, National Amalgamated Association of Iron, Steel and Tin Workers, of the second part, do hereby agree that the following scale of prices, based upon the actual sales and shipments of iron and steel, as arranged for in conference, shall govern the wages of the several departments as herein stated commencing July 1st, 1903, and ending June 30th, 1904. It is further agreed that no scale shall go below the base price named in the rate selected. It is understood:

"Clause No. 4—Wherever deviations from the Western Iron Scale signed for by any manufacturers and the Amalgamated Association are made and evidence is procured to prove it, the Amalgamated Association and manufacturers agree to make every effort to correct the same; provided, the trains and furnaces are similar, but if the deviations continue to be tolerated by the Amalgamated Association all other mills shall receive the same. All manufacturers and workmen governed by this scale hereby agree not to make any deviation from the scale agreed to.

ED. LANGENBACH,
W. W. IRWIN,
For the Company.
G. A. MILLER,
J. C. BAIR,
J. HANLON,
For the Lodge."

"Taking the charges the firm made, we proceeded to investigate as provided for in the fourth clause of the memorandum of agreement, and found there were no violations of the scale in any mill governed by the Amalgamated Association, except at New Philadelphia, Ohio, and that was not done by the sanction of our organization. During the time, however, that the matter was being investigated, the men at New Philadelphia met and stopped the abuse, and the mill closed down. Our firm was not satisfied, however, to abide by their agreement, and wanted our men to go to work in violation of clause No. 2, of the sheet mill scale, which provides for a limit of output of nine heats per turn of three turns of 24 hours. Knowing we could not do this as union men, and wishing to do everything that was fair and honorable, we secured a conference with the firm, which resulted in no agreement. Several days later, after a committee of the lodge had placed the matter thoroughly before the National Lodge, a second conference was held, which finally resulted in the following agreement:

"August 13th, 1903.

"The Executive Board of the Sixth District, after an extended conference with the Stark Rolling Mill Co., of Canton, O., relative to the limit of output on sheet mills, concluded that relief was necessary, and to that end made the follow-

ing agreement, contingent on its acceptance by an expanded conference of the sheet workers of the Amalgamated Association.

"Limit of Output—That all orders less than 28-120, the limit shall be the number of pairs equivalent to weight to 135 pairs of 28-120 of the gauge to be made. The day hands shall receive scale price for all pairs made. This agreement to be in force only until the decision of the expanded conference.

GEORGE HARBIN,
SAM. E. WILLIAMS,
THOS. D. JONES,
JOHN M. QUINN,
Amalgamated Association,
ED. LANGENBACH, *Manager,*
W. W. IRWIN, *Superintendent*
C. A. IRWIN, *Secretary,*
Stark Rolling Mill Co.

"The expanded sheet conference met in Pittsburg on August 31st, and after a two days' meeting, during which time Messrs. Langenbach and Irwin, of the Stark Rolling Mill Co., Mr. Campbell, of Youngstown, Mr. Loyd, of Zanesville, Mr. Thomas, of Niles, and Mr. Verity, of Middletown, representing the independent manufacturers, appeared before the conference and explained their side of the case. The conference, however, after careful consideration of the questions involved, decided against granting concessions. On receiving official notice confirming the decision of the sheet conference, we notified our firm and they closed down the mill, stating it was impossible for them to operate. Note the difference. The other independent operators returned home and every one of their mills have been operating steadily since, according to the scale.

"The Stark Rolling Mill Co. has violated both agreements in refusing to accept the decision of the sheet conference, which was called through their instigation. They are going to further violate their agreements by trying to operate, non-union.

"A Monday evening's paper made the statement that Mr. Irwin had said that they had not hired a man. Yet during all of the last week emissaries of the company were doing all they could to induce our men to 'scab,' and according to statements of some of these men they are going to try to start non-union on next Monday.

"If the Stark Rolling Mill Co. did not intend to abide by the scale, why did they sign it?

"If the Stark Rolling Mill Co. did not intend to accept the decision of the expanded sheet conference, why did they make an agreement to that effect?

"If the Stark Rolling Mill Co. did not intend to accept the decision of the expanded conference, why did they attend said conference and induce other independent manufacturers to do the same?

"Mr. Langenbach said that he believed the men had done everything honorable to secure a settlement and said he appreciated their efforts; now why does the Stark Rolling Mill Co. wish to violate their signed contracts?

"The men are willing now, and always have been, to go to work and make nine heats per turn as decided upon by the expanded conference.

"We place this before the public, hoping that a fair-minded populace will see that injustice has been done, not by the men but to them.

Respectfully,

J. A. BOWERS,
President No. 42, A. A.

"Canton, O., Sept. 23.

STATEMENT OF THE COMPANY.

To avoid misapprehension on the part of the general public as to the true cause of the unpleasant situation at the Stark Rolling Mill, we reluctantly submit a statement on the existing conditions prevailing relative to the recent action of the Amalgamated Association. We shall only make this one statement, presenting the true situation and we will have no further issues to discuss through the press hereafter; for such controversies are incompatible with the results desired to be attained.

This incident at the Stark mill is the result of an unfair discrimination of the Amalgamated Association, through its national officers, in favor of the trust controlled non-union and a small per cent. of union plants who operate their plants regardless of the heat limit output, as against independent union sheet manufacturers affiliated under all other conditions with the Amalgamated Association.

It is not a wage difference or a demand for longer hours of labor, but is simply asking for an unlimited production with an increase of 10 to 15 per cent. in wages.

We want the heat limit clause abolished from the Association agreement, as with the restriction of the heat limit the cost of production is relatively greater, giving non-union or trust controlled mills a decided advantage over the union mills.

The steel workers under association rules run nine heats to a "turn" of eight hours on a three-turn mill, with 135 pairs of "double iron" to a turn.

The trust controlled mills, not restricted to a heat limit output, produce 12 to 16 heats to a turn of eight hours, practically meaning a loss thereby to the independent union manufacturers of two hours labor in eight hours, or six hours in three turns of 24 hours, which means a big loss in production, operative power and fixed expenses.

Our demand is simply that our men make a proportionately larger number of heats in the same turn, they to receive additional pay in proportion for the extra heats, so as to place the Stark mill on the same footing as the trust controlled plants, so far as production is concerned.

We admit signing the Association scale on June 30, this year, doing so with the distinct understanding with the mill committee that if we could prove our assertions that trust controlled mills were not restricted to the heat limit output, or that any union workers violated this clause in their mills, then the signed agreement with the Association with relation to this clause, was to be null and void. We signed the Association agreement conditionally, and we have since abided by this condition and have not violated the Association agreement. The Association simply has not adhered to this agreement as further events will show.

Before the newly signed Association scale went into effect for the ensuing twelve months, President Shaffer and members of the district executive committee investigated the source of our complaint, and later affirmed our allegations concerning such violations among union workers. And they thereupon gave us their verbal assurance (President Shaffer and the committee), that they would be present at the expanded conference of sheet workers at Pittsburg, and recommended to the delegates the removing of the heat limit clause in the scale.

In view of this understanding an agreement of a temporary nature was entered into August 13, between the district executive committee and the Stark mill officials, whereby we were practically allowed to operate on an unlimited basis, pending an expanded conference of delegates at Pittsburg. This agreement

specifically states that the executive board of this district, after an extended conference with the Stark mill officials, concluded that relief was necessary. President Shaffer and the executive committee admitting thereby that our claims of violations among union workers, was true, and thus by their own agreement annulling the scale clause; and that the trust controlled mills' output was not being restricted (proving our claim); and that they therefore had a decided advantage over mills operating on a limited basis.

Manager Ed. Langenbach and Superintendent W. W. Irwin, of the Stark mill, accompanied by a committee of independent sheet manufacturers, attended the expanded conference at Pittsburg, Tuesday, September 1, and appeared before the delegates and urged their claims for the removal of the limit of production, to which they were entitled.

However, President Shaffer and members of the executive district committee, who had promised loyally to attend the conference and render their unanimous support and recommendation for relief, failed to appear, nor did they render any support or ratify their action resulting from the investigation, as they had given us the utmost and positive assurance they would do.

Naturally the delegates were uninstructed and voted against the measure, which the national president and district executive committee had already pronounced necessary as a relief measure. The temporary agreement was drawn, contingent on acceptance, by the expanded conference at Pittsburg. The national president and executive district committee, having by their previous announcement annulled the scale clause, and the delegates at the expanded conference not having taken action toward its acceptance, it is very plain that the Stark mill did not violate either of the two agreements, as is claimed, but that the scale clause was annulled in accordance with our understanding at the time we signed it, and that we were entitled to relief as was asked for. The temporary agreement had already been accepted by us and required no further acceptance on our part; but the delegates did not accept it, as had been promised us, and thus they annulled the scale clause by non-action, so far as we were concerned. We attended the conference, not to receive a decision of the delegates as to the justice of the agreement, but simply for their acceptance of an agreement already ratified verbally by their national president, as well as by the executive district committee.

Thereafter we continued operating our mill according to the nullification of the scale clause, as had been agreed upon, and under the signed agreement of the district executive committee, until quite recently, when the mill committee notified us that they would no longer work under the signed agreement, and as a sequel the mill was closed. After a careful consideration of these facts it is decidedly plain that there was no violation of any of the Association agreements on the part of the Stark mill officials, but that the Association president and the executive district committee, after learning that our claims were true as to violations, still discriminated in favor of the trust-controlled non-union mills as against the Stark—a union mill.

This is all we shall have to say on this subject in controversy, notwithstanding any communication that may in the future be published in the newspapers.

Respectfully,
THE STARK ROLLING MILL CO.

The claims of both employers and employes, as to the cause of and the responsibility for the trouble are presented in the foregoing statements and are submitted without comment.

Having failed to secure the desired concessions from the Amalga-

mated Association, the company adopted a new working schedule providing for a larger output, and resumed operation independent of the union, having secured the services of a number of the old hands and new men for that purpose.

The officials of the Amalgamated Association having failed to induce the company to operate under the provisions of the scale, declared the mill on strike, the efforts of the Board to restore friendly relations were unavailing and as neither party was willing to submit their differences to arbitration, the Board was unable to promote a settlement.

DREW-SELBY COMPANY.

PORTSMOUTH.

On October 19th the newspapers reported a strike affecting 900 of the 1,400 employes of the Drew-Selby Company, manufacturers of shoes at Portsmouth. By communication with the mayor, we learned that while the published reports were greatly exaggerated, there was a dispute as to wages in the cutting department, which involved fifteen lining cutters and seventy-five shoe cutters.

Knowing that all other departments of the works depended on the cutters for supplies and unless the trouble with the cutters was speedily settled, the entire establishment would be compelled to close, the Board visited Portsmouth at once having previously notified the mayor of its intention to do so.

Upon investigation, it was learned that the striking cutters having been apprised of the purpose of the Board to visit Portsmouth to deal with the strike, immediately returned to work and before the Board had opportunity further to investigate the matter.

JOURNEYMEN PLUMBERS.

CINCINNATI.

On November 12th, the Board was informed that the plumbers in the employ of the Oliver Schlemmer Company, the Richard Murphy Plumbing Company, William Hillenbrand, and Lamping Bros., were on strike, and that the movement would extend to other plumbing establishments, and would also include workmen engaged in other branches of the building trades.

Upon investigation, it was learned that, during a strike in May last,

four members of Plumbers' Union No. 59 worked in violence of union rules, for which they were fined one hundred dollars each.

The workmen referred to were employed by, and were relatives of, the firms above named. The fines remained unpaid for several months, and, in the meantime, had been reduced from one hundred to twenty-five dollars, and the men given until November 10th to pay the amount, and notice served that, unless the fines were paid by that time, the union men employed by the four firms named would cease work.

This action of the union was promptly followed by the Master Plumbers declaring that, unless the union rescinded its action against the four men and the four firms involved, the members of their association would lock out every union man in their employ.

The men who had been disciplined by the union refused to pay the fines; and in this they were supported by their employers, and when the time for paying the fines expired, the union workmen in the employ of the firms named went on strike, and a few days later a general lockout was ordered by the Master Plumbers' Association. The strike ordered by the union against the four shops did not involve more than twenty-five men, but the lockout of the employers increased the number to almost two hundred.

The secretary visited Cincinnati and called on the president of the Master Plumbers' Association, who was not only ungentlemanly, but was gruff and abusive, and refused to recognize or deal with the Board, or permit it to exercise its good offices in promoting an understanding between the master plumbers and their workmen.

Under such conditions, the Board could not conciliate matters, and for the time being no further attempt was made to bring the parties together.

We regret to say that, at the time of closing this report, the strike or lockout is still on, with no indications of an early settlement.

BUTCHERS.

CINCINNATI.

On Thursday November 12th the newspapers reported a strike of several hundred butchers and meat cutters employed at the slaughter houses and packing houses of Cincinnati.

The secretary at once visited Cincinnati and met with the representatives of the employers and workmen involved in the controversy and learned from them that the situation affected twenty establishments and about seven hundred men. The strike commenced on Wednesday November 11th but on account of the disturbed condition of the business,

the Board was unable to arrange a conference with representative employers until Saturday afternoon, when an extended interview was had with them.

They explained that about October 1st the representatives of the union presented to them a form of agreement providing for the employment of none but members of their union and in case additional help was required they should apply to the business agent; they also proposed to regulate the employment of apprentices, the hours of labor and demanded an increase of 10 per cent. in all classes of work; that the employers declined to enter into the agreement and proposed that a scale of prices be fixed for the various classes of labor in the different establishments; that this proposition was not acceptable to the union officials who insisted upon the original agreement as follows:

AGREEMENT.

The following agreement was entered into between Local Union No. 232, of the Amalgamated Meat Cutters and Butcher Workmen of North America, and the undersigned:

First—From the day of acceptance of this agreement.....
promise to employ none but members of the above named Union, and in case
..... am in need of additional help will
apply to the regularly authorized business agent for same.

Second—During the dull season no man shall be discharged, but they may be laid off in rotation, one week at the time, in an impartial manner; or if more practicable, all men may be laid off one or more days in a week.

Third—One apprentice shall be allowed for every ten (10) butchers. Such apprentice shall not be under 16 nor over 21 years of age, and shall serve at least two years, in which time he shall be employed in all branches of the trade.

Fourth—Ten hours shall constitute a days' work, as follows: To be completed within eleven consecutive hours, one hour of which is to be allowed for dinner. The lunch time now prevalent shall remain in tact.

Fifth—Six days shall constitute a week's work. All work done over ten hours shall be considered overtime and paid at the rate of time and one-half. All work done on Sunday shall be paid for at the rate of double time.

Sixth—All holidays proclaimed by the Governor of the State, such as New Year's day, Decoration day, Fourth of July, Labor day, Thanksgiving day and Christmas, shall be considered as Sundays. Work performed on any of said days shall be paid for as double time.

Seventh—The regularly authorized business agent shall be privileged to enter slaughter, packing houses and such other places where members of Local Union No. 232 are employed, whenever the business of the union requires it.

Eighth—A general increase of 10 per cent. on all wages in every branch of the business under the jurisdiction of Local Union No. 232 shall go into effect immediately upon the signing of this agreement.

[SEAL]

..... [SEAL]

..... [SEAL]

To the second demand of the workmen for the signing of the proposed agreement, the employers made the following reply.

CINCINNATI, November 3d, 1903.

To Our Employees:

We have considered the paper presented to us by your committee, and our reply to the demands therein contained, is as follows:

As to the increase you ask for in wages, we will say that you have been gradually demanding more wages for some time past, and we have been yielding to those demands; now, however, you have got us up to the limit and the small margin of profit in the business will not justify a further advance. We have carefully examined the scale of wages paid in other cities for the same class of work and we find that we are as high as any of them in proportion to manufacture, and that on the whole, we are higher on the average. We therefore hold that the butchers of Cincinnati, instead of being the poorest paid, as your committee asserts, are among the very best paid tradesmen in their craft in the country.

Not one of our employees who has a grievance but knows he can have that grievance redressed by speaking to his employer.

We risk our capital in business, take all chances of its success or failure, give the very best we have in the way of ability, and as one of the principal means of bringing success to a business is to have the right men to do the work, therefore we can not turn this over to an irresponsible individual not in our employ.

This is our answer to the demands of your committee.

We hope our employees will remain with us, loyal to the houses where they have worked for so many years and learned the trade by which they were enabled to make an independent living, and we promise to stand by them in the future, as in the past, preserving mutual friendship and good feeling, and give them all the protection in our power.

The secretary endeavored to persuade the employers to agree to further negotiations with the men and to participate in a friendly conference with a view of adjustment, but without success. They declared "there is nothing to arbitrate" and for the time being declined the services of the Board, but gave assurance that the strike would be settled in a few days, and if at any time the Board could be useful they would avail themselves of its good offices.

The next day we held a conference with the President of Local Union No. 232 of the Amalgamated Meat Cutters and Butcher Workmen, who was conducting the strike on the part of the workmen. He manifested a desire for a settlement on fair and reasonable lines and was anxious for a meeting with representative employers. He was willing to make certain concessions and proposed to modify the agreement by striking out the first, second and seventh sections, and also the last clause of section four, all of which were particularly objectionable to the employers. With such modification, the secretary felt assured that an adjustment could be reached and urged him to take the initiatory step in renewing friendly negotiations and to submit the amended agreement to the employers. Our advice was accepted and on the following day a conference was held

when an understanding entirely satisfactory to all parties was reached and the men resumed work.

The strike commenced on Wednesday, November 11th, and continued six days. We were informed that the workmen lost about \$10,000.00 in wages and the employers lost about \$35,000.00 in business and other matters attending the strike.

PLUMBERS.

COLUMBUS.

On Tuesday afternoon December 2nd, the labor committee of the Columbus Master Plumbers' Association called at the office of the Board and presented a verbal complaint against Journeymen Plumbers' Union, No. 189, for calling out the men employed by J. E. Strickler & Son, without first submitting the matters in dispute to the State Board for investigation and decision as provided in the agreement entered into between the parties April 22d, 1902, and which will operate until April 22d, 1904.

The committee informed the Board that a member of the union had been in employ of J. E. Strickler & Son for several months and recently had not rendered satisfactory service, and on November 25th was discharged and that the firm had withheld two days wages to cover loss sustained because the workman did not comply with certain provisions of the agreement, and thereupon the plumbers organization violated the agreement by calling out plumbers, gas and steam fitters employed by Strickler & Son, without first submitting the matter to the State Board.

In support of their statement, the Master Plumbers, also submitted certain correspondence which had passed between the parties and demanded that the Board at once render a decision and order the employees of Strickler & Son to return to work. The journeymen workmen were not present and were not represented when the Master Plumbers presented their grievances, and the members of the Board had no information whatever from them as to the answer of the employees and therefore for the time being the Board refused to express any opinion on the subject.

On the following day the official representative of Journeymen Plumbers' Union, No. 189, and Journeymen Gas and Steam Fitters' Union No. 216, was fully informed as to the grievance and demand of the Master Plumbers. He informed the Board that Strickler & Son had violated the agreement by discharging a workman and refusing to pay him for the last two day's work performed; that he had endeavored to persuade Strickler to pay the wages due, but without success; that while the union did not question the right of an employer to discharge a work-

man, it claimed the right to refuse to work for those who would not pay for labor as provided in the agreement and therefore called out the employes of the firm, (four in number) all of whom were members of the union.

As will be seen, each side claimed the other had violated the agreement, and each seemed determined to maintain the position it had taken. The Master Plumbers' Association supported Strickler in refusing to pay the wages, and the Journeymen Plumbers' Union sanctioned the calling out of the men.

The agreement referred to provided that any misunderstanding between the parties should be referred to the Board for adjustment, and therefore the members of the Board urged the representatives of each side to resume working relations, submit their differences to the Board and that work be continued pending investigation and decision. This was not acceptable to the union which claimed the State Board had no jurisdiction in the matter, and thereupon the Master Plumbers' Association filed the following application.

TO THE STATE BOARD OF ARBITRATION, *Columbus, Ohio*:

The undersigned hereby make application for the arbitration and conciliation of the controversy and differences existing between the undersigned and Journeymen Plumber's Union No. 189, and Journeymen Gas and Steam Fitter's Union No. 216, of Columbus, Ohio, growing out of the business of plumbing, gas and steam fitting, carried on at Columbus, Ohio, by The Columbus Master Plumber's Association, who employ at this time not less than twenty-five persons in the same general line of business in the city of Columbus, county of Franklin, Ohio.

The grievances complained of are that the business agent of said unions, ordered the employes of J. E. Strickler and Son to strike, Saturday, November 28, 1903, at the close of the business hours. That said employes, then and there struck as ordered, and have refused to return to work pending a settlement of a misunderstanding arising as to the interpretation of our certain agreements made between the parties hereto and signed in the presence of your Board, April 22nd, 1902. That the undersigned requested in writing, to said union that said employes be returned to work and the questions involved be referred to this Board; the said union replied in writing that the matter would have to be settled with, and satisfactory to their business agent.

We therefore submit the following questions for arbitration and decision of your Board:

First—Whether or not, an employer has the right under said agreement, to charge an employe, and deduct from his wages, the actual and reasonable loss sustained by said employer through the failure of said employe to comply with articles 13, 14 and 15 of said agreement?

Second—Whether or not, the said unions, or said business agent has the right under said agreement to withdraw the employes of any employing party to said agreement through any misunderstanding arising as to the interpretation of said agreement without first submitting the matter to your Board?

Third—Is J. E. Strickler and Son entitled to the two days' pay claimed by D. Lynch, or, are they entitled to an additional amount from said D. Lynch for the manner in which D. Lynch did his work?

And we do hereby stipulate and agree that the decision of the Board shall be binding upon us to the following extent, to-wit: during the term of said agreements.

Dated at Columbus, Ohio, County of Franklin, this third day of December, 1903.

THE COLUMBUS MASTER PLUMBERS' ASSOCIATION,

By EDW. F. ARMS, *President*.

D. D. LEWIS, *Secretary*.

Immediately on receipt of the foregoing application, the secretary of the Board notified the business agent of the union that such application had been received and furnished him with a copy of the same.

On account of previous engagements the Board was unable to hear the case until Tuesday, December 8th, due notice of which had been given to all concerned.

The hearing took place at the office of the Board at Columbus. Each side was given ample opportunity to present its cause by statements, arguments and sworn testimony.

The following is the award of the Board, a copy of which was given to the representative of each side on Wednesday, December 9, 1903.

STATE OF OHIO,

OFFICE OF STATE BOARD OF ARBITRATION,

COLUMBUS, OHIO, December 9th, 1903.

In the matter of the controversy between the Master Plumbers' Association of Columbus, Ohio, and the Journeymen Plumbers of Local Union No. 189, and the Journeymen Gas and Steam Fitters of Local Union No. 216, of Columbus, Ohio, before the State Board of Arbitration:

In April, 1902, a strike of the plumbers and gas fitters was settled by a working agreement to continue two years, which is still in force.

By Section 22 of that agreement it was stipulated "that any misunderstanding arising as to the interpretation of this agreement shall be submitted to said Board of Arbitration for decision, which decision is to be final and binding on both parties hereto."

The present controversy grows out of a misunderstanding as to the interpretation of several articles of said agreement, including Section 22, Section 14, which provides that "each plumber must at all times use his best endeavor to do the best work possible in his quickest time, and must be careful in the use of material so as not to waste it, and must see that it is taken care of while under his care," and Section 3 which provides that each plumber and gas fitter shall be paid the minimum wage of three dollars per day.

One Daniel Lynch, a journeyman, had labored in the employ of J. E. Strickler and Son, members of the Masters Plumbers' Association, for about three months prior to November 16, 1903. He was sent to work on a job on Monday morning, November 16th, and worked continuously on same job until Saturday, November 21st, inclusive, when he was paid in full for his six days' work of that week. On Monday, November 27th, he returned to the job and worked through Monday and Tuesday. On Wednesday morning, November 25th, he was discharged, but not paid for his two days' work. His employers contended that

Lynch has violated Section 14 of the agreement by taking several days more time than was necessary to do the job assigned him, and had done his work in such an unworkmanlike and unskillful manner that it had resulted in the loss and injury to them of more than six dollars in controversy. Lynch was actually employed in the service of his employers for two days more than he received pay for.

The journeymen understand and contend that Section 14 gives Strickler and Son no right to retain any of the wage provided for by Section 3.

The master plumbers understand and contend that Strickler and Son had such right to withhold enough of the wage otherwise due Lynch to protect them against loss.

Here is a distinct "misunderstanding" in the sense in which Section 22 of the current working agreement employs that term; and this "misunderstanding" in concerning the interpretation of the agreement.

Thereupon the business agent of the journeymen, understanding that the proper remedy for Strickler and Son's assumed violation of the working agreement was to demand that they pay Lynch the six dollars in controversy, and in default of such payment to call out all the journeymen still in Strickler's employ, made such demand, and in default of payment called out all the journeymen then in Strickler's employ.

On the other hand, the master plumbers understand and contend that the journeymen have mistaken their remedy; that the agreement provides a remedy.

We have heard the statements of the parties and the testimony of the witnesses.

As already stated, Lynch received the pay due him to Saturday, November 21. By Strickler & Son's directions he worked the next Monday and Tuesday, and on the following morning, Wednesday, he was, with his own consent, discharged, but not paid for the two days. The evidence does not show but that Lynch supposed he was to be paid for his two days' work. Strickler and Son had good opportunity to know the kind of work Lynch was doing. We are bound to suppose they did know. All controversy would have been avoided by the discharge of Lynch on Saturday. Paying him off in full on Saturday and setting him to work on Monday was equivalent to notice that his work was sufficiently satisfactory to justify his continued employment.

Under all the circumstances we conclude that his employers were not justified in withholding his pay for the last two days he worked without submitting the controversy to this Board under Section 22 of the agreement.

Upon the other branches of the inquiry we conclude that the working agreement furnished the remedy which should have been pursued by the journeymen. When the misunderstanding between the parties developed, it was the plain duty of both parties to submit such misunderstanding to this Board for arbitration and settlement, and to abide by its decision. True, the agreement does not provide that any of the workmen shall not be called out or locked out from their work in case of a disagreement; nor does it provide that they shall be; but it does provide, very plainly, that when such misunderstanding arises concerning the interpretation of any part of the agreement, a submission shall be made to this Board for arbitration and settlement of such controversy.

Of course, this provision applies to both parties. The obvious spirit and intent of that stipulation is that no lockout, or strike, or other extreme measure shall be resorted to as a means of settling any controversy arising during the life of the agreement.

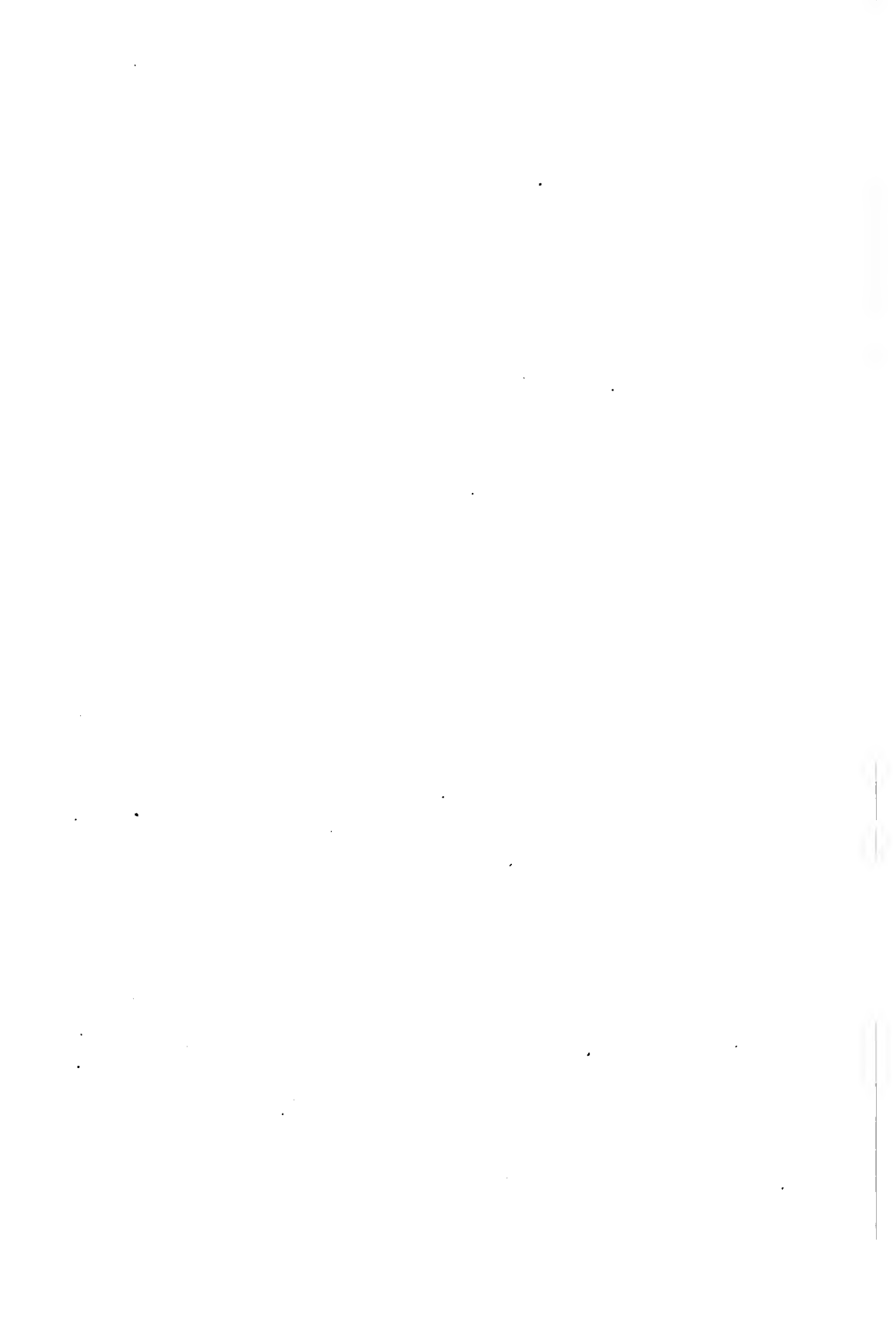
We conclude that both parties mistook their remedy and took the matter of redress into their own hands.

We accordingly decide and award that there is still due and payable to said Lynch from Strickler and Son the sum of six dollars, which should be promptly paid to him; and that the call out of their men was unwarranted, and that the called-out men should at once return to their employment in the service of Strickler and Son.

SELWYN N. OWEN,
CHARLES FOSTER,
JOSEPH BISHOP,
State Board of Arbitration.

We have pleasure in saying that the award gave entire satisfaction to and was promptly accepted by all concerned. The discharged workman received the wages due him and the called out men returned to work and friendly relations were restored between employer and employed.

This case furnishes a forcible illustration of the advantage of joint agreement between the workmen and their employers with a provision for the settlement of misunderstandings that may arise.



THE LAW

WITH BRIEF
EPITOME

AND

RULES OF PROCEDURE

OF THE

STATE BOARD

RELATING TO

ARBITRATION

SUMMARY (NOT COMPLETE) OF THE ARBITRATION ACT.

I. OBJECT AND DUTIES OF THE BOARD.

The State Board of Arbitration and Conciliation is charged with the duty, upon due application or notification, of endeavoring to effect amicable and just settlements of controversies or differences, actual or threatened, between employers and employes in the State. This is to be done by pointing out and advising, after due inquiry and investigation, what in its judgment, if anything, ought to be done or submitted to by either or both parties to adjust their disputes; of investigating, where thought advisable or required, the cause or causes of the controversy, and ascertaining which party thereto is mainly responsible or blameworthy for the continuance of the same.

2. HOW ACTION OF THE BOARD MAY BE INVOKED.

Every such controversy or difference *not involving questions which may be the subject of a suit or action in any court of the State*, may be brought before the board, *provided*, the employer involved employs not less than twenty-five persons in the same general line of business in the State.

The aid of the Board may be invoked in two ways:

First—The parties immediately concerned, that is, the employer or employes, or both conjointly, may file with the Board an application which must contain a concise statement of the grievances complained of, and a promise to continue on in business, or at work (as the case may be), in the same manner as at the time of the application, without any lockout or strike, until the decision of the Board, if it shall be made within ten days of the date of filing said application.

A joint application may contain a stipulation making the decision of the Board to an extent agreed on by parties, binding and enforceable as a rule of court.

An application must be signed by the employer or by a majority of the employes in the department of business affected (and in no case by less than thirteen), or by both such employer and a majority of employes jointly, or by the duly authorized agent of either or both parties.

When an application purporting to represent a majority of such employes is made by an agent the Board shall satisfy itself that such agent is duly authorized, in writing, to represent such employes, but the names of the employes giving such authority shall be kept secret by the Board.

Second—A mayor or probate judge when made to appear to him that a strike or lockout is seriously threatened, or has taken place in his vicinity, is required by the law to notify the Board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employes involved, so far as he can. When such fact is thus or otherwise duly made known to the Board it becomes its duty to open communication with the employer and employes involved, with a view of adjustment by mediation, conciliation or arbitration.

3. WHEN ACTION OF THE BOARD TO CEASE.

Should petitioners filing an application cease, at any stage of the proceedings, to keep the promise made in their application, the board will proceed no further in the case without the written consent of the adverse party.

4. SECRETARY TO PUBLISH NOTICE OF HEARING.

On filing any such application the secretary of the Board will give public notice of the time and place of the hearing thereof. But at the request of both parties joining in the application, this public notice may, at the discretion of the Board, be omitted.

5. PRESENCE OF OPERATIVES AND OTHERS, ALSO BOOKS AND THEIR CUSTODIANS, ENFORCED AT PUBLIC EXPENSE.

Operatives in the department of business affected, and persons who keep the records of wages in such department and others, may be subpoenaed and examined under oath by the Board, which may compel the production of books and papers containing such records. All parties to any such controversy or difference are entitled to be heard. Proceedings before the Board are conducted at the public expense.

6. NO COMPULSION EXERCISED, WHEN INVESTIGATION AND PUBLICATION REQUIRED.

The Board exercise no compulsory authority to induce adherence to its recommendations, but when mediation fails to bring about an adjustment it is required to render and make public its decision in the case. And when neither a settlement nor an arbitration is had, because of the opposition thereto of one party, the Board is required at the request of the other party to make an investigation and publish its conclusions.

7. ACTION OF LOCAL BOARD—ADVICE OF STATE BOARD MAY BE INVOKED.

The parties to any such controversy or difference may submit the matter in dispute to a local board of arbitration and conciliation consisting of three persons mutually agreed upon, or chosen by each party selecting one, and the two thus chosen selecting the third. The jurisdiction of the local board as to the matter submitted to it is exclusive, but it is entitled to ask and receive the advice and assistance of the State Board.

8... CREATION OF BOARD PRESUPPOSES THAT MEN WILL BE FAIR AND JUST.

It may be permissible to add that the act of the General Assembly is based upon the reasonable hypothesis that men will be fair and just in their dealings and relations with each other when they fully understand what is fair and just in any given case. As occasion arises for the interposition of the Board its principal duty will be to bring to the attention and appreciation of both employer and employes, as best it may, such facts and considerations as will aid them to comprehend what is reasonable, fair and just in respect of their differences.

THE ARBITRATION ACT.

AS AMENDED MAY 18, 1894, AND APRIL 24, 1896.

AN ACT

To provide for a state board of arbitration for the settlement of differences between employers and their employes and to repeal an act entitled, "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employes," passed February 10, 1885.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio*, That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employe or an employee selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the governor; and provided, also, that appointments made when the senate is not in session may be confirmed at the next ensuing session.

State board of arbitration and conciliation: appointment and qualifications of members.

SECTION 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner above provided. If, for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

Term.

Vacancy: removal.

SECTION 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman, and one of their number as secretary. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor.

Oath.

Chairman and secretary.

Rules of procedure.

Adjustment of differences between employer and employes.

As amended April 24, 1896.

Expenses, how paid.

Written decision in case of failure of such mediation.

Application for arbitration and conciliation.

Contents of application as amended May 18, 1894.

SECTION 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state, exists between an employer (whether an individual, copartnership or corporation) and his employes, if, at the time he employs not less than twenty-five persons in the same general line of business in this state, the board shall, upon application as hereinafter provided and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers co-operating with respect to any such controversy or difference, and the term employes includes aggregations of employes of several employers so co-operating. And where any strike or lockout extends to several counties, the expenses incurred under this act not payable out of the state treasury, shall be apportioned among and paid by such counties as said board may deem equitable and may direct.

SECTION 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

SECTION 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy; and shall be signed in the respective instances by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists or, the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board.

SECTION 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application, without any lockout or strike, until the decision of said board, if it shall be made within ten days of the date of filing said application; provided, a joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and

such decision to such extent may be made and enforced as a rule of court in the court of common pleas of the county from which such joint application comes, as upon a statutory award.

May contain stipulation that decision shall be binding and such decision may be enforced.

SECTION 8. As soon as may be, after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing, therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

Notice of time and place for hearing controversy.

Failure to perform promise made in application.

SECTION 9. The board shall have power to subpoena as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief, or otherwise, to have knowledge of the matters in controversy or dispute, and any who keeps the records of wages earned in such departments, and examine them under oath touching such matters, and to require the production of books or papers containing the record of wages earned or paid. Subpoenas may be signed and oaths administered by any member of the board. A subpoena or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasury of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the board that such fees are correct and due. And the board shall have the same power and authority to maintain and enforce order at its hearings and obedience to its writs of subpoena as by law conferred on the court of common pleas for like purposes.

As amended May 18, 1894.

Power to summon and examine witnesses, administer oaths and require production of documents.

Subpoenas or notices, how served.

Authority to enforce order at hearings and obedience to writs of subpoena.

SECTION 10. The parties to any controversy or difference, as described in section 4 of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

Submission of controversy to local board of arbitration and conciliation: selection of such board; chairman.

SECTION 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise,

Powers and jurisdiction of local board; decisions of such board.

and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

Compensation
of members of
local board.

SECTION 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitrators exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

As amended.
April 24, 1896.

Mayor or pro-
bate judge to
notify state
board of strike
or lock-out.

SECTION 13. Whenever it is made to appear to a mayor or probate judge in this state that a strike or lock-out is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employes involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in this state, involving an employer and his present or past employes, if at the time he is employing, or, up to the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in the state, it shall be the duty of the state board to put itself in communication, as soon as may be, with such employer and employes.

State board to
communicate
with employer
and employes.

As amended
April 24, 1896.

State board to
endeavor to
effect amicable
settlement or
induce arbit-
ration of con-
troversy, in-
vestigate and
report cause
thereof and
assign respon-
sibility.

SECTION 14. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or, if that seems impracticable, to endeavor to persuade them to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 9 of this act; provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such

investigation and publication shall, at the request of the other party, be had. And the expense of any publication under this act shall be certified and paid as provided therein for payment of fees.

Expense of publication, how paid.

SECTION 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said state board shall certify the amount due each witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasurer of said county for the said amount.

Fees and mileage of witnesses subpoenaed by state board.

SECTION 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employees.

As amended May 18, 1894.

Annual report of state board.

SECTION 17. The members of said board of arbitration and conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall, quarterly, certify the amount due each member and on presentation of his certificate the auditor of state shall draw his warrant on the treasurer of the state for the amount. When the state board meets at the capitol of the state, the adjutant-general shall provide rooms suitable for such meeting.

Compensation and expenses of members of state board; rooms for meeting in capitol.

SECTION 18. That an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employees," of the Revised Statutes of the state, passed February 10, 1885, is hereby repealed.

Repeals.

SECTION 19. This act shall take effect and be in force from and after its passage.

Rules of Procedure.

1. Applications for mediation contemplated by section 6 and other official communications to the board must be addressed to it at Columbus. They shall be acknowledged and preserved by the secretary, who will keep a minute thereof, as well as a complete record of all the proceedings of the board.

2. On the receipt of any document purporting to be such application, the secretary shall, when found or made to conform to the law, file the same. If not in conformity to law, he shall forthwith advise the petitioners of the defects with a view to their correction.

3. The secretary shall furnish forms of application on request.

4. On the filing of any such application the secretary shall, with the concurrence of at least one other member of the board, determine the time and place for the hearing thereof, of which he shall immediately give public notice by causing four plainly written or printed notices to be posted up in the locality of the controversy, substantially in the following form, to-wit:

STATE OF OHIO,
Office of State Board of Arbitration,
Columbus, O.,.....19..

PUBLIC NOTICE.

The application for arbitration and conciliation between.....
employer, andemployees, at.....
....., in County
will be heard at, on the
day of, 19..., at..... o'clock, ... M.

THE STATE BOARD OF ARBITRATION,

By....., Secretary.

5. The secretary, as far as practicable, shall ascertain in advance of the hearing what witnesses are to be examined thereat, and have their attendance so timed as not to detain any one unnecessarily, and make such other reasonable preparation as will, in his judgment, expedite such hearing.

6. Witnesses summoned will report to the secretary their hours of attendance, who will note the same in the proper record.

7. Whenever notice or knowledge of a strike or lock-out, seriously threatened or existing, such as is contemplated by section 13, shall be communicated to the board, the secretary, in absence of arrangements to the contrary, after first satisfying himself as to the correctness of the information so commu-

nicated by correspondence or otherwise, shall visit the locality of the real trouble, ascertain whether there be still serious difficulty calling for the mediation of the board, and if so, arrange for a conference between it and employer and employes involved, if agreeable to them, and notify the members of the board; meantime gathering such facts and information as be useful to the board in the discharge of its duties in the premises.

8. If such conference be not desired, or is not acceptable to either or both parties, the secretary shall so report, when such course will be pursued, as in the judgment of the board, seem proper.

9. Unless otherwise specially directed, all orders, notices and certificates issued by the board shall be signed by the secretary as follows:

THE STATE BOARD OF ARBITRATION.

By.....Secretary

The foregoing rules have been adopted and are herewith submitted for approval.

SELWYN N. OWEN, Chairman,

JOSEPH BISHOP, Secretary,

JOHN LITTLE,

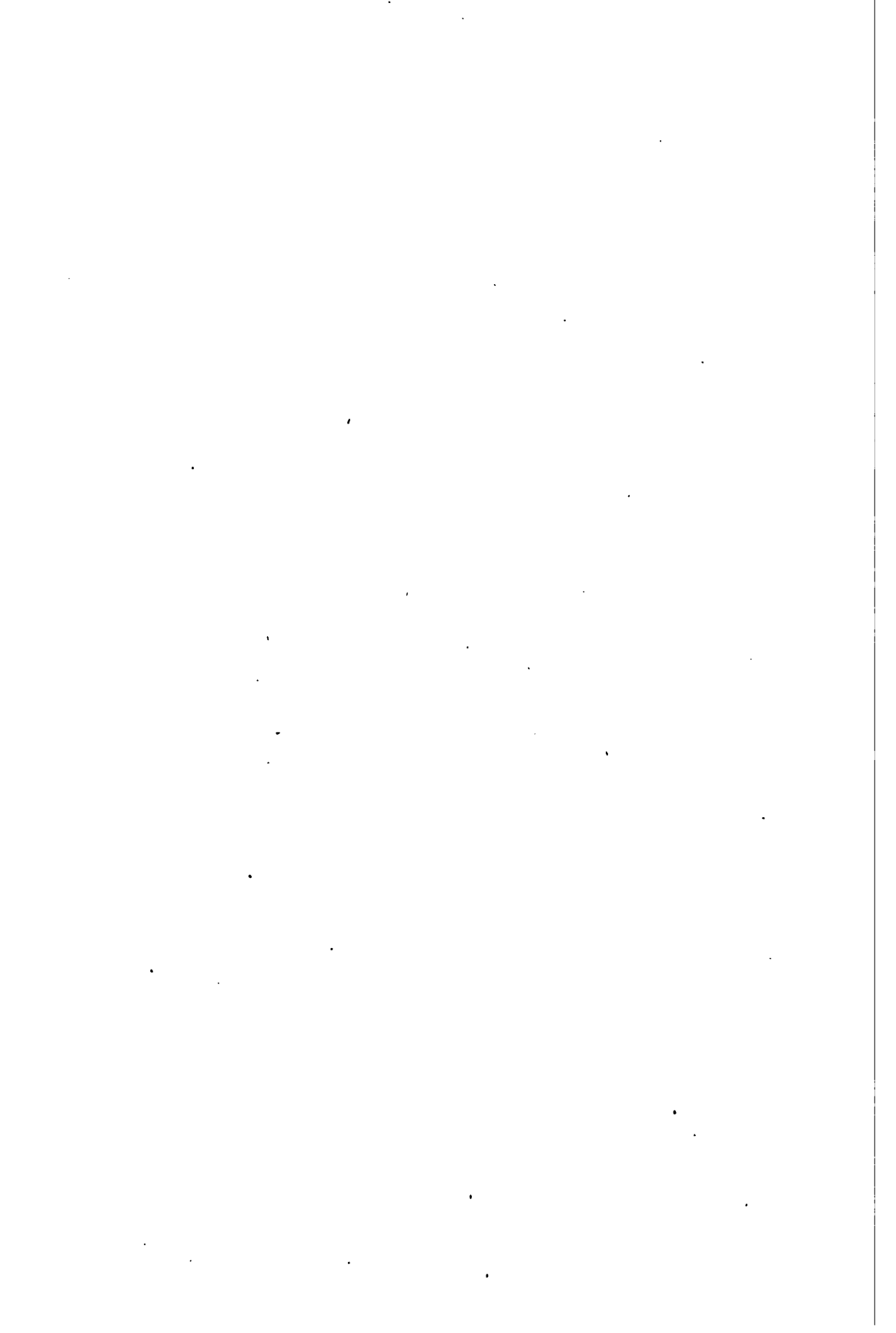
State Board of Arbitration.

Approved: WM. McKINLEY, Jr., Governor.

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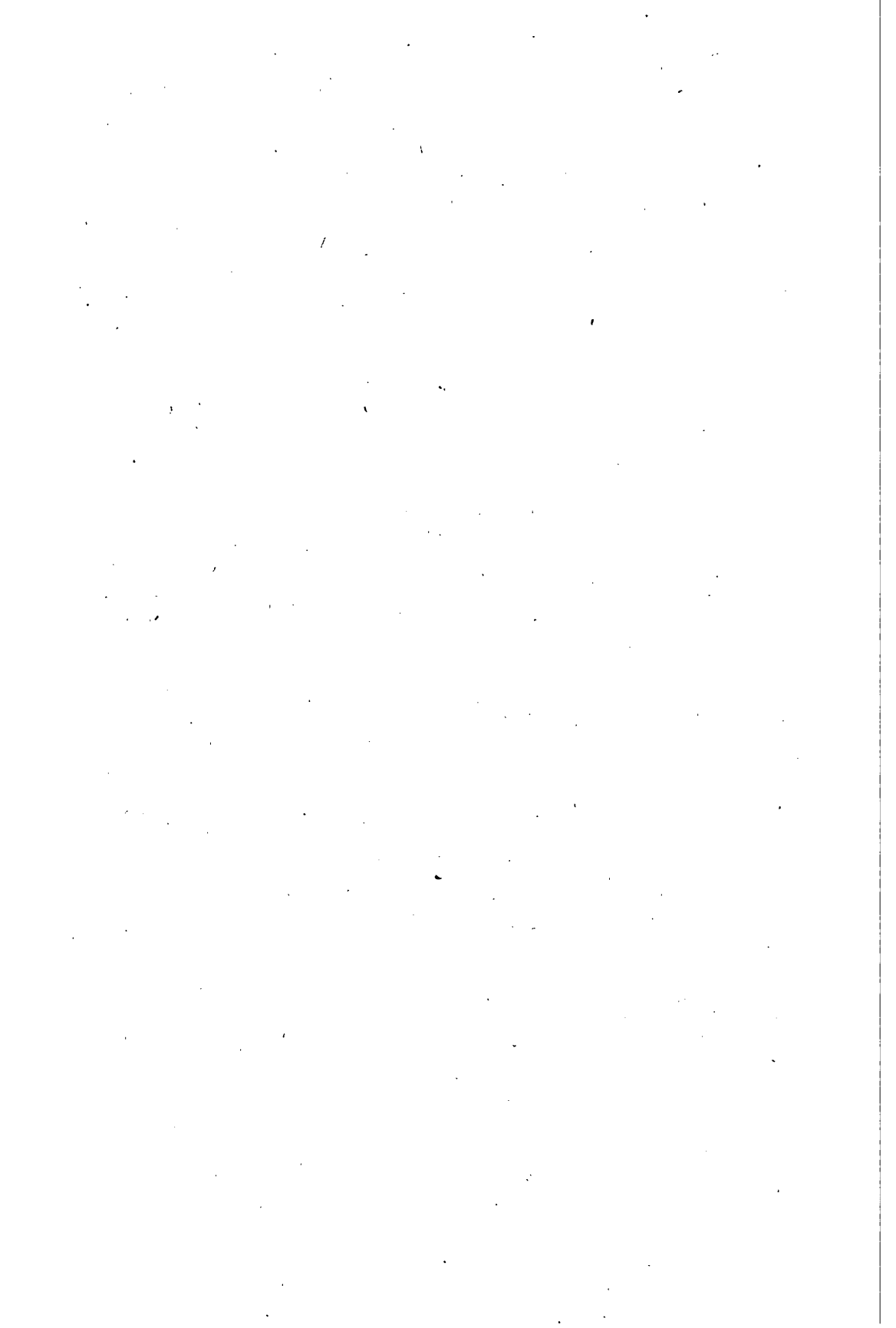


STATE BOARD of ARBITRATION

Twelfth Annual Report
To to the Governor of the State of Ohio
for the Year ending December 31

1904





Twelfth Annual Report

OF THE

State Board of Arbitration

TO THE

GOVERNOR OF THE STATE OF OHIO

FOR THE

Year Ending December 31, 1904.



COLUMBUS, OHIO:
F. J. HEER, STATE PRINTER,
1905.



HON. CHARLES FOSTER.

STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION.

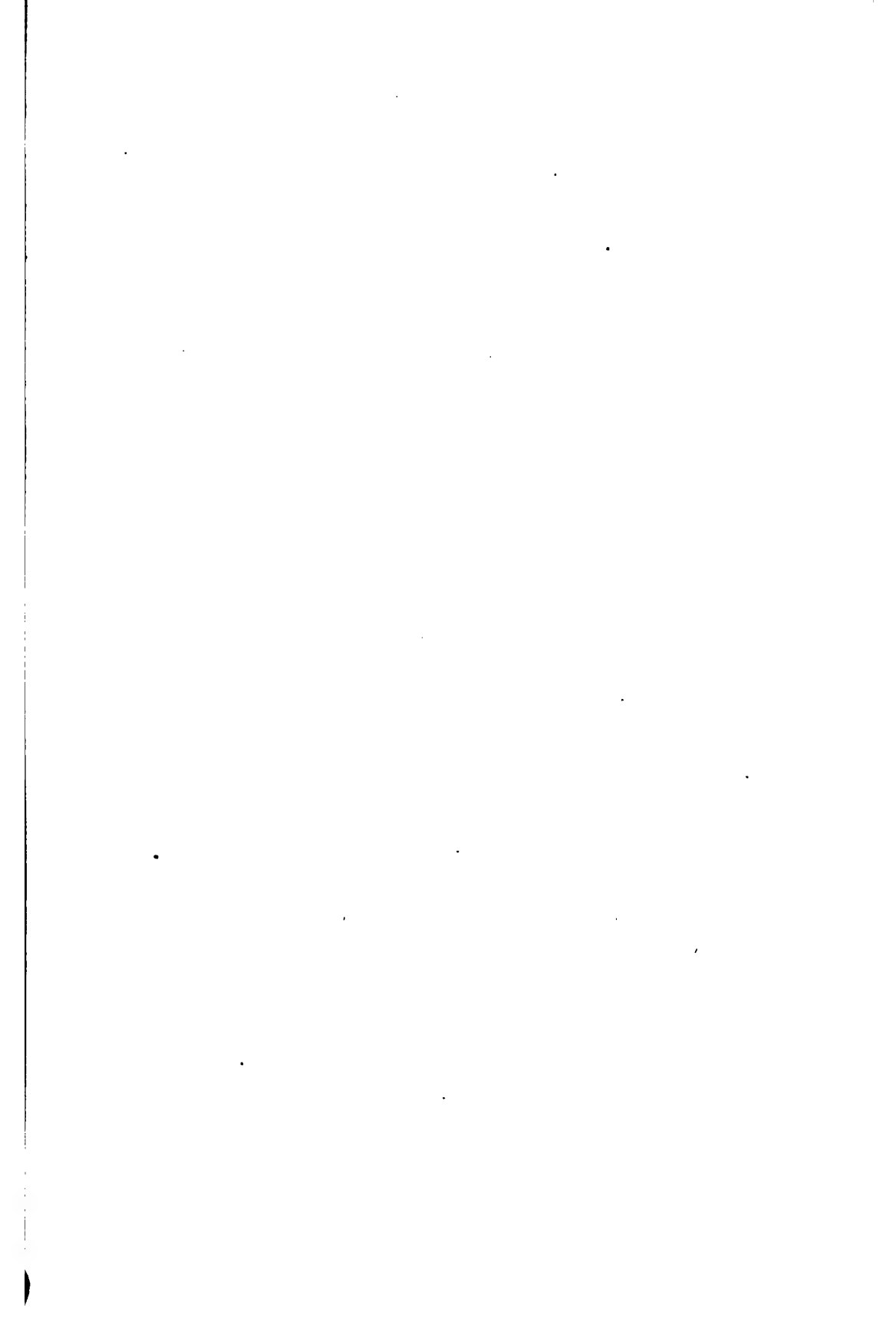
COLUMBUS, January 25, 1905.

HON. MYRON T. HERRICK, *Governor of Ohio*,

SIR:— I have the honor to transmit herewith the twelfth annual report of the State Board of Arbitration.

Very respectfully,

JOSEPH BISHOP,
Secretary.



ANNUAL REPORT.

COLUMBUS, OHIO, January —, 1905.

HON. MYRON T. HERRICK, *Governor of Ohio*,

SIR:— In submitting our annual report for the year 1904, we respectfully present to you the report which our Secretary has placed in our hands, and which embraces a concise and comprehensive history of the transactions of the Board so far as they illustrate its methods and practical workings in our dealings with the various industrial differences and disturbances which have arisen in the state during the year just closed. It gives us pleasure to record the fact that as the respective parties to such disagreements have become more and better acquainted with the plan, purpose and practical workings of the Board, labor disturbances have not only become of less frequent occurrence, but have shown a gratifying tendency to yield to the operation of its peculiar functions, and the parties to such disturbances to accept our intermediation in the spirit in which it was proffered.

In the earlier career of the Board, we many times found its operations hampered and consequently much limited by the impression which quite universally obtained among those who sought or to whom we proffered our services, that the chief function of the Board was to call upon and induce contending parties to submit the subjects of their differences to amicable arbitration with a mutual agreement to abide by and execute the conditions of the forthcoming award. This misconception of the general plan and purpose of the creation of the Board is largely due to the fact that it is most generally known as "The State Board of Arbitration," whereas, it is, and was intended to be, what its statutory designation plainly implies,—a "board of arbitration and conciliation."

The friction of controversy usually strengthens the differences between contending parties with the result that they are reluctant to agree to surrender their contention upon the award of strangers, however disinterested they may be. But to yield to the exhortation of official peace-makers, who come upon the ground in the name, and by the authority of the state; who are rigidly neutral and disinterested between the parties, is another and very different thing. The consequence is that the efforts of the Board are almost entirely exerted along the lines of conciliation and pacification, instead of arbitration. Our experience has been that the time and exertion which have been vainly expended in efforts to bring parties to an agreement to arbitrate their differences would have been more usefully employed in plying earnest endeavors to bring the parties upon common grounds of unity and harmonious accord.

It remains to be said, however, that where such means are practicable, there are no more effectual and enduring results of our labors than

those which follow successful efforts to bring about arbitration of stubborn and protracted disagreements; and where arbitration has once accomplished such results is where the same means are most apt to be again resorted to. Where conciliation is the successful agency of settlement, the parties can say that the terms and conditions of the settlement are their own; whereas, in case of settlement by means of an award of others, they are bound to recognize the fact that the terms of peace are primarily those which originate with others than themselves.

One embarrassing feature of our work is found in the frequent reluctance and failure of those most interested in the restoration of peaceful relations promptly to put the Board in possession of the necessary information concerning such disturbances. It is infinitely more difficult to deal with disturbed conditions in the industrial field after the disturbances have occurred and the ruptures have begun to broaden, than when taken in their incipient stages and while work is still progressing. Idle works and idle men invariably present difficulties in our way which seem at first insurmountable. But when we are called upon to deal with men still employed and works still in operation, peaceful solutions are promising and comparatively easy. We take this occasion to emphasize what we said in our last preceding report concerning the importance of prompt action by those officers who are charged by the statute with the duty of making this Board acquainted with the fact as soon as a labor trouble has occurred or is threatened.

The two members of the Board, other than the Secretary, feel that it is due to the latter that we give expression to the deep sense of obligation we feel toward him for fidelity, activity and unfaltering zeal which he has shown and exercised in his treatment of the various industrial disturbances with which he has been called upon to deal during the past year. His courage, persistence and cool judgment in the prosecution of the difficult and delicate duties which have been assigned him have greatly contributed to whatever success has attended the joint efforts of the Board as a whole.

We also heartily approve and confirm his recommendation of the proposed statutory amendment concerning a provision for the payment of local arbitrators.

In submitting this report, we take pleasure in acknowledging the prompt, ready and very useful cooperation which you have contributed to the prosecution of our labors. It is fair to you to say that this official cooperation has made it possible for us to bring about results which no other agency could have accomplished.

Very respectfully,

SELWYN N. OWEN,

NOAH H. SWAYNE,

JOSEPH BISHOP,

State Board of Arbitration.

SECRETARY'S REPORT.

STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION.

COLUMBUS, January 25, 1905.

To the State Board of Arbitration.

GENTLEMEN: — I have the honor to place before you a report of the most important cases which have come to the knowledge of the Board during the year 1904.

Very respectfully,

JOSEPH BISHOP,
Secretary.

(7)

GENERAL REMARKS.

In presenting to you my report for the year 1904, I wish to say that I have noted only the most important cases with which we have had to deal during the year, and which will explain the general work of the Board and its methods in dealing with differences between workmen and their employers.

Many other matters of importance were brought to our attention in addition to frequent minor disputes, all of which were easily settled and without serious loss. In almost all such cases the Secretary was in communication with the parties, either in person or by letter, counseling moderation and fairness, trying to remove the obstacles in the way of an understanding, and as far as possible endeavoring to establish amicable relations between all concerned.

We regret to report that during the strike of the blast furnace workers at Hanging Rock, it was deemed necessary by the Sheriff of Lawrence County to call on the military to suppress violence and restore order. This was the first and only instance since 1899, in which the local police authorities were unable to maintain peace in time of strike, and in this case the troops were on duty only four days.

Our general observation and experience in the line of official duty confirm the views expressed in previous annual reports as to the most frequent cause of strikes and lockouts, namely,—

"Sudden changes in wages or the conditions of work demanded by employers or employes and the persistent refusal of certain employers to recognize labor unions, or deal with the officers, committees, or other authorized representatives of their workmen in the adjustment of differences.

"It is a remarkable fact that the strikes and lockouts involving the largest number of employes, and which have been most extensive in their influence, and caused the greatest losses in wages and in business, with which this Board has had to deal, have been caused, or at least protracted, as above indicated."

In this connection you will permit me to refer to an extract from the report of the Board for the year 1896:

"We have heretofore called attention to a most fruitful source of lockouts and strikes, namely: The sudden change of relation between employers and employes, whether affecting wages, conditions of employment, or what-not, without previous notice or warning. Such changes almost invariably result in trouble, where extensive or numerous interests are involved. This is true, although the change in and of itself may be reasonable. The motive actuating it is apt to be misunderstood or not

appreciated. If such proposed changes could be notified to the parties to be adversely affected with the reasons for the same long enough in advance of their taking effect to permit their dispassionate consideration, many a strike and lockout would be avoided. Reason, if given ample opportunity, is tolerably sure to assert its way.

No laborer, no employer, no union of laborers, and no combination of employers, should say in the face of disturbing differences, that it is nobody's business how they settle their disputes, or that 'there is nothing to arbitrate.' The stirring events of the past year disparage such a position. They at least furnish food for reflection for those who think the best way to settle labor differences is to quit work or to close up business altogether.

"Whatever may be the philosophy or grounds for organized labor, one fact may as well be accepted as settled, and that is that labor organizations are a permanent feature of our industrial system.

"They are recognized and encouraged by our laws, and the manifest tendency of law-makers is to protect and promote rather than impede and retard them. The creation of this Board presupposed their existence.

"While capital is massed in great sums and placed under a single directing hand, labor, from a motive of self-protection, may be expected to tend in the same direction.

"Organized labor, like organized capital, can operate only through its chosen *media*. The agent is the hand and mouth-piece of each. He directs its course and commands its movements. It is likely in the end to prove as futile to undertake to ignore him in the one case as in the other. A tolerated disregard of the agent means, as viewed by labor organizations, its own disintegration.

"This Board, under the law, is bound to recognize the agents, and deal with them, of either party to a controversy, and at the same time to keep secret the names of their principals who are employees.

"The fact is recognized by the law that it may be to the interest of individual laborers to act through agents rather than for themselves. Our experience leads us especially to commend the wisdom of the law in this regard. The workmen are helped and employers are benefitted thereby. Could there be a more general acceptance of acquiescence in these facts by employers, harmony would be greatly promoted. We have discovered that when strikes occur sometimes the parties issue public statements of the cause and of their positions respecting the same. These are not infrequently put forth in moments of passion and tend to increase rather than allay difficulties.

"The parties thus having assumed their positions before the public, not always tenable, are reluctant to recede from, or listen to arguments against them.

"Their controversy is thus in a sense made a public one, and each side gains active adherents of the 'last ditch' variety. Labor controversies are thus liable through a spirit of pride to degenerate into strifes for victory merely. The question of each side becomes one of how to defeat the other; not one of what is right and best for the parties and for the public. When such controversies are ended and passion dies out, it oftener happens than otherwise that the victors even come to realize the un wisdom of the course pursued and the harm brought to themselves when remedy is beyond reach.

"Settlements are thus immeasurably made more difficult. Our advice to parties in a strike or lockout, if requested, would always be against making public manifestoes or declaring ultimatums."

I again invite your attention to that feature of the statute authorizing a "local board of arbitration and conciliation." While the law provides

for such local arbitrators, there is no definite provision for their compensation unless such payment is approved by the city or county authorities. The law on the subject follows:

"Section 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference that is the subject of arbitration exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration."

In two instances where local boards of arbitration were selected on our advice, and where valuable service was performed, the city council and county commissioners refused to pay for such service.

In other instances again where the employers and workmen had agreed to submit their grievances to a local board of arbitration, we were unable to secure the service of local arbitrators, owing to the fact that their pay was not assured. In view of these facts, I suggest that the law relating to this matter be amended to read as follows:

"Each of such local arbitrators shall receive from the treasury of the county in which the controversy or difference exists the sum of three dollars for each day of actual service and his necessary traveling and other expenses, and the State Board shall certify the amount due each of such local arbitrators to the auditor of the county who shall issue his warrant upon the treasurer of the county for the said amount."

Notwithstanding the statute requires the mayors and probate judges to notify the Board of threatened or existing strikes or lockouts, in only one instance during the past year did we receive such notice. The disregard of mayors and probate judges in this respect tends to defeat the purpose of the law, places the Board at great disadvantage, and deprives it of the opportunity to exercise its good offices in the early stages of labor grievances, while good will prevails between employer and employed, and before working relations have been disturbed.

In closing this report, it becomes my painful duty to record the death of our esteemed colleague, Hon. Charles Foster, which occurred at Springfield, Ohio, January 9th, 1904.

During the time he was connected with the State Board of Arbitration, he was zealous in his efforts to promote amicable settlements of disputes, and was untiring in his endeavors to establish friendship and good will between employers and employed. His high character and ability and his valuable service to the state and nation won for him the respect and esteem of all who knew him. A great and good man has gone from amongst us.

The survivors of Governor Foster on the State Board of Arbitration adopted the following preamble and resolutions:

In Memoriam.

At a meeting of the State Board of Arbitration, January 19, 1904, held to take action upon the death of Hon. Charles Foster, at the time of his death one of the members of the Board, the following preamble and resolutions were adopted:

WHEREAS, Hon. Charles Foster, late one of the members of this Board, has by the stern decree of death been taken from us,

Therefore, as an inadequate expression of the deep regret and sorrow of his survivors on this Board, to commemorate his life and character, and as a feeble tribute to his honored memory, be it

Resolved by this Board that its surviving members have cause to share in the universal sorrow which has been visited upon his family, the state, and nation, by his lamented death.

Resolved, that while a member of this Board, by his sound judgment, his cool head, his great heart, his large experience, and his unfaltering love of justice and fairness in the cause of industrial peace and conciliation, he amply justified the exalted reputation he had already achieved by his varied and distinguished service for the state and nation.

Resolved, that the Secretary of this Board be and is directed to transmit to the family of the deceased a copy of these resolutions, with the assurance of our unspeakable sympathy for them in their great loss, and that beyond the sense of the public loss we all feel, it is to us a source of special bereavement. Our Secretary is also directed to furnish to the press a like copy for publication.

SELWYN N. OWEN,
Chairman.

JOSEPH BISHOP,
Secretary.

The vacancy caused by the death of Ex-Governor Foster was filled on January 20th, 1904, when the Governor appointed Hon. Noah. H. Swayne, of Toledo, to serve the unexpired term.

The cost of maintaining the Board during the year 1904 was \$4405.10.

REPORTS OF CASES.

JOURNEYMEN PLUMBERS.

CINCINNATI.

In our report for 1903 we called attention to the strike of the Journeymen Plumbers of Cincinnati against certain Master Plumbers, caused by the refusal of four members of the union employed by said firms to pay a fine of twenty-five dollars imposed by the union for violating union rules by working during strike, and the further actions of the Master Plumbers' Association in declaring a lockout against all union plumbers, gas and steam fitters, unless the union rescinded its action, remitted the fines and continued at work. As stated in our previous report, the union refused to reconsider its action, insisted upon the payment of the fines, which, being refused, was followed by the strike against the firms for whom the offending members worked, and which led to the general lock-out of all union workmen.

Notwithstanding the gruff treatment and disrespect by the President of the Master Plumbers' Association, referred to in our last annual report, the Secretary of the Board persisted in his endeavors to harmonize the differences existing between the parties, all of which were unavailing.

Without entering into details as to the progress of the movement, will briefly state that the strike continued with increased bitterness until July, 1904, when, through the influence of counsel on each side, the following agreement was entered into

CINCINNATI, July 7, 1904.

The Master Plumbers' Association hereby obligate themselves to pay one-half of the Court costs in suits of Edward Black vs. The Building Trades Council, and Thomas Gibsen Co. vs. The Building Trades Council, both suits pending in the Superior Court, Cincinnati, Ohio, and the Journeymen Plumbers' Association No. 59 hereby obligate themselves to pay one-half of the costs in said suits, and also all of the costs in the injunction suit on William Hillenbrand vs. The Building Trades Council et al, now pending in said Court.

This obligation is hereby assumed by passage of resolution passed by each Association.

The Master Plumbers' Association:

Per RICHARD MURPHY, *President*,
WM. WANNER, *Secretary*,

The Journeymen Plumbers' Association:

Per B. E. LORIMER, *President*,
THOMAS J. DYER, *Secretary*.

**ARTICLES OF AGREEMENT BETWEEN THE MASTER PLUMBERS'
ASSOCIATION OF CINCINNATI, OHIO, AND JOURNEY-
MEN PLUMBERS' ASSOCIATION NO. 59.**

ARTICLE 1. Eight hours shall constitute a day's work, the journeymen going to work on the job at 7:30 A. M., quitting at 4:30 P. M.

ARTICLE 2. The rate of wages for journeymen plumbers shall be Four Dollars per day.

ARTICLE 3. Journeymen who go to work at 7:30 A. M., and work until 11:30 A. M., shall be paid one-half day's work. Same rule to apply to afternoon. And no journeymen shall ever be paid less than one-half day's wages.

ARTICLE 4. Journeymen shall be paid double time for work done after 12 o'clock, midnight. Also for work done on Sunday, Christmas, New Year, Fourth of July, and Thanksgiving Day. All other over-time shall be paid for at the rate of time and a half. No work shall be performed on Labor Day.

ARTICLE 5. Car-fare of the journeymen, when necessary to and from the shop to the job, shall be paid by the master plumbers. Journeymen shall furnish a list of the material required on any job to their employer or foreman one day in advance.

ARTICLE 6. All journeymen shall furnish and keep in repair with the first-class kit of plumbers' tools.

ARTICLE 7. Should the occasion demand and the employment of more plumbers become necessary, the Master Plumbers' Association obligate themselves to call on Journeymen Plumbers' Association No. 59 for more plumbers, and upon its failure to supply additional men to the employer, said employer can secure other help, to whom said Journeymen Plumbers' Association shall issue a permit for thirty working days, and renewable on the request in writing from the employer, if the same conditions exist. All rules herein are to apply to said additional help.

ARTICLE 8. The Journeymen Plumbers' Association shall have no jurisdiction over any one who owns seven hundred and fifty (\$750.00) dollars' worth, or more, of stock in any corporation engaged in the plumbing business, or a one-third interest in any firm engaged in the plumbing business. Said men hereby exempted may work with tools. Any disagreement as to the ownership claimed in a business by any plumber shall be settled by arbitration as provided hereafter in Article 12.

ARTICLE 9. The foreman or superintendent of a shop shall be the agent of the employer, and he need not belong to any labor union or organization unless he so desire.

ARTICLE 10. Apprentices and helpers shall be under the control of the individual members of the Master Plumbers' Association.

ARTICLE 11. Sec. 1. One apprentice shall be employed in each shop for every two regularly employed plumbers. This allows one apprentice in each shop where one or no regular plumber is employed, and also one helper for every two temporary plumbers employed, said helper to be laid off when the two temporary plumbers are laid off.

SEC. 2. This rule does not apply in shops which now have more helpers than the above allotted number, and it is the intention of all parties hereto that where such is the case, they must agree to revert to the allotted number by not employing additional helpers in case any of the present helpers should leave or be discharged.

SEC. 3. Should one of the selected apprentices leave or be discharged in shops where surplus help exists, said shops shall select from surplus help one apprentice to take place of vacancy. Record and names to be given to Journeymen Plumbers' Association No. 59 of all such cases where surplus helpers now exist.

SEC. 4. Apprentices shall serve as helpers to journeymen plumbers for two

and one-half years, after which period they may work as junior plumbers for two and one-half years.

SEC. 5. After a junior plumber has worked two and one-half years with tools, and finished his full term of apprenticeship, he may serve one additional year at three and one-half dollars per day.

SEC. 6. A record of all apprentices and junior plumbers shall be kept by Journeymen Plumbers' Association No. 59.

ARTICLE 12. Sec. 1. There shall be no sympathetic strikes.

SEC. 2. Any difficulty arising between the employers and employees, and any question arising under this agreement shall be adjusted by a committee consisting of three members of the Master Plumbers' Association and three members of the Journeymen Plumbers' Association. Said committee to meet within forty-eight hours from the time of report of trouble. Work to continue during arbitration. The expenses, if any, to be shared equally by each Association.

ARTICLE 13. The business agent of the Journeymen Plumbers' Association shall not be permitted to visit employees during working hours.

ARTICLE 14. No by-laws, rules, or regulations conflicting with this agreement shall be enforced or passed by either of the parties hereto during the life of this agreement. This agreement shall go into effect July 11, 1904, and expire March 26, 1906. The meeting to this agreement shall meet on the first Monday in January prior to the expiration of this agreement to renew, alter, or amend it or make a new agreement.

ARTICLE 15. The present strike or lockout is hereby settled on the following basis:

SEC. 1. All employees who have been employed by members of the Master Plumbers' Association during the present trouble shall not be disturbed, but may become members of the Journeymen Plumbers' Association No. 59, if they so desire. The members of the Master Plumbers' Association agree not to interfere or use their influence to prevent them from so doing.

SEC. 2. All junior plumbers who are now on strike or lockout are to be employed on the same terms of apprenticeship as existed at the time when the strike or lockout was ordered.

SEC. 3. There shall be no discrimination by the Journeymen Plumbers Association against any member or members of the Master Plumbers' Association; nor shall there be any discrimination by the Master Plumbers' Association against any member of the Journeymen Plumbers' Association who may be involved in the present lockout.

Accepted by resolution duly passed by the Master Plumbers' Association and Journeymen Plumbers' Association No. 59, and signed and acknowledged this 13th day of July, 1904.

The Master Plumbers' Association:

Per RICHARD MURPHY, *President*,
WM. WANNER, *Secretary*.

The Journeymen Plumbers' Association:

Per B. C. LORIMER, *President*,
THOMAS J. DYER, *Secretary*.

In presence of:

EDWARD J. DEMPSEY,
CHAS. T. WILLIAMS.

This strike extended over a period of eight months, and aside from the fees and costs resulting from lawsuits cost the employers and workmen involved a vast sum in business and wages, all of which could have been

saved and friendly relations maintained if the employers had accepted the services of the Board in the early stages of the controversy.

SHEET METAL WORKERS.

TOLEDO.

About January 1 Local Union No. 6, Amalgamated Sheet Metal Workers' International Alliance, of Toledo, decided to ask for an advance in wages, and accordingly prepared the following notice, which was submitted to the employing contractors about January 15:

To the Master Sheet Metal Workers, Toledo, Ohio.

GENTLEMEN: —

WHEREAS, all other crafts in the Building Trades are receiving higher wages than Sheet Metal Workers, and

WHEREAS, the cost of living is continually increasing, therefore be it

Resolved, That we notify the Master Sheet Metal Workers that, on and after the first Monday in May, 1904, we demand that the minimum wages paid Journeymen be 37½ cents per hour, and the following proportion for overtime:

Time and one-half for overtime up to 12 o'clock P. M.

Double time after 12 P. M., and on Sunday, Fourth of July, Labor Day, and Christmas.

The foregoing resolution was adopted on January 11th, 1904.

LOCAL UNION NO. 6, AMALGAMATED SHEET METAL WORKERS' NATIONAL ALLIANCE.
Toledo, Ohio, January 11th, 1904.

For a year or more the sheet metal workers had received thirty cents an hour, or \$2.40 per day of eight hours. It will therefore be seen that the demand of the union men was for an increase of sixty cents per day. The answer of the employers was made known about January 21, and, while we were not furnished with a copy of their communication, we were informed by the representative of the union that the masters said "it was impracticable to pay tinnerns and sheet metal workers \$3.00 per day," and therefore they declined to accede to the proposed scale of wages.

The demand for an advance of seven and one-half cents an hour having been refused, the union desired to meet and discuss the matter with the masters, and communicated with them as follows:

TOLEDO, OHIO, February 9, 1904.

To the Master Sheet Metal Workers' Association, Toledo Ohio.

GENTLEMEN: — Your communication of January 21st received. Was read and considered at our meeting last night.

It was deemed wise, in the face of the fact that there seems to be several points at which our opinions are at variance, that committees be selected from both sides of this controversy for the purpose of discussing the merits of the differ-

ent views held, and to endeavor to find some common ground upon which we may all agree.

We have selected our committee, and would respectfully request that you designate time and place at which such meeting may be held.

With best wishes for your future prosperity, I am

Yours sincerely,

(Signed) A. C. BALLY.

To this letter the employers sent the following reply:

TOLEDO, OHIO, February 11, 1904.

Amalgamated Sheet Metal Workers' Alliance, Local Union No. 6.

GENTLEMEN:— Your communication of the 9th received. In reply will say that it passed unanimously by our Association to declare an open shop on Monday, February 15th.

Respectfully yours,

MASTER SHEET METAL WORKERS' ASSOCIATION,

FRANK E. FIRTH, Secretary.

To the above declaration of the Masters' Association the Union made answer as follows:

TOLEDO, OHIO, March 4, 1904.

To the Master Sheet Metal Workers' Association, Toledo, Ohio.

GENTLEMEN:— We have been informed that the reason your Association would not meet our committee was because Mr. Bally was a member thereof. Under the circumstances Mr. Bally has consented to withdraw from the committee. Another committee has been appointed, and if your Association sees fit to meet us tomorrow night, at a place designated by you, we shall be pleased to be there.

We would request you to let us have your answer not later than 10 o'clock A. M., tomorrow, addressed to M. F. Gilmore, 125 W. Woodruff.

SECRETARY COMMITTEE L. U. No. 6, A. S. M. W. I. A.

To the above letter the masters made reply as follows:

TOLEDO, OHIO, March 5, 1904.

Local Union No. 6, A. S. M. W. I. A., Toledo, Ohio.

GENTLEMEN:— Your letter of the 4th inst. at hand, and in reply will say that we have adopted resolutions which were passed by the Builders' Exchange at their last meeting, and published in the Sunday Courier Journal.

Therefore we can see no object in meeting your committee.

Truly yours,

M. S. M. W. A.,

FRANK E. FIRTH, Secretary.

The following are the resolutions referred to in the foregoing communication:

Resolved, That the following eight cardinal principles will form the basis of all dealings with our employees:

1. That there shall be no limitation as to the amount of work a man shall perform during his working day.
2. That there shall be no restriction of the use of machinery or tools.

3. That there shall be no restriction of the use of any manufactured material, except prison made.

4. That no person will have the right to interfere with the workmen during working hours.

5. That the use of apprentices shall not be prohibited.

6. That the foreman shall be the agent of the employer.

7. That all workmen are at liberty to work for whomsoever they see fit.

8. That all employers are at liberty to employ and discharge whomsoever they see fit.

WHEREAS, The unreasonable demands of organized labor made during recent years, threatening the constitutional rights guaranteed to citizens of the United States, have increased to such an extent that they have become a national evil, therefore be it

Resolved, That the National Building Trades Employers' Association, in convention assembled, recognize in the attitude of the Chief Executive of the United States a growth of public sentiment on this question which should lead to a just solution thereof, therefore, be it further

Resolved, That we heartily indorse the decision in maintaining in the government service the principle of the open shop."

So far as we are informed neither party to the controversy made any attempt to settle their differences except as set forth in the foregoing correspondence from the beginning of the trouble, on January 11, until May 24, when the sheet metal workers' committee called on the resident member of the Board and requested that he endeavor to adjust the matter, and which was the first information given to the Board on the subject.

It was learned that when the masters declared for open shops on February 15 the journeymen went on strike for the advance of sixty cents a day and the recognition of the union. It will therefore be seen that the men had been on strike for more than three months when the union committee gave notice of the trouble and requested the service of the Board.

The members of the Board held several conferences with the committee representing the union and also with the representatives of the masters, and finally succeeded in bringing them together, but without any good results. The masters had employed a number of non-union workmen, were operating open shops, and refused to make any concessions whatever; while, on the other hand, the union insisted upon its demand for increased wages and union rules, and in consequence the meeting adjourned without settlement, and apparently leaving the parties as far apart as at the beginning of the trouble.

Believing the demands of the union to be excessive and that an understanding could not be reached on the terms proposed, the Secretary advised the committee to make certain concessions necessary to a settlement, and this view of the subject was shared by leading labor men of Toledo, but all to no purpose.

The movement continued without hope of success until the men returned to work on the employers' terms. The union stated that about one hundred workmen were out, but the masters stated that not more than half that number were involved.

HARRIS AUTOMATIC PRESS COMPANY.

NILES.

The following communication from the Secretary to the Governor, and also the accompanying letter from Mr. E. F. DuBrul, Commissioner of the National Metal Trades' Association, are self-explanatory:

EXECUTIVE DEPARTMENT.

OFFICE OF THE GOVERNOR.

COLUMBUS, January 28, 1904.

JOSEPH BISHOP, *Secretary, State Board of Arbitration, Columbus, Ohio.*

MY DEAR SIR:—I enclose you herewith, at the suggestion of Governor Herrick, a letter from E. F. DuBrul, with the request that you investigate the matter referred to and report to him.

Very truly yours,

TOD B. GALLOWAY, *Secretary to the Governor.*

COMMISSIONER'S OFFICE, UNION TRUST BUILDING.

CINCINNATI, OHIO, January 25, 1904.

NATIONAL METAL TRADES

ASSOCIATION.

Hon. Myron T. Herrick, Columbus, Ohio.

HONORABLE SIR:—We beg to call your attention to a state of affairs existing at Niles, Ohio, which should not be tolerated in a civilized community.

Certain employes of the Harris Automatic Press Company, to the number of about twenty-five, went out on strike, and very shortly afterward, in an attempt to intimidate the company and to interfere with the further conduct of their business, mobs were organized and congregated around the works. Evidently, this was for the purpose of compelling the balance of the employes, to the number of some 120, to quit work. This company repeatedly called on the local authorities for protection, but it seems that some of the local officials are related to some of the strikers, and did absolutely nothing in the way of protecting either the employes who had a perfect right to remain at work, or other men who desired to take employment in that shop, under their constitutional rights. After repeated calls on the local officials, with repeated negligence on the part of the officials, the company were compelled to arm their employes with shot-guns. This certainly looks like a state of internecine war, in which it would appear that some official cognizance should be taken.

Since the arming of the employes, it is reported to me that the riots have been less frequent. You can readily understand that it is not conducive to the peace and dignity of the State of Ohio that local officials should be allowed to be so negligent of their duty, that in self-defense the employes of any company need be armed with shotguns to defend their constitutional prerogatives.

I am fully aware that ordinarily the Executive Officer of the State does not act in such cases unless called upon by the local officials, but when the local officials are themselves seemingly engaged in the conspiracy for the destruction of property, it would seem that when attention is called to the state of affairs, some action might well be taken.

What we want investigated is no more or less than what this Association had done at the hands of Governor Durbin, under similar circumstances in Marion,

Indiana, only a few months ago. We asked the Governor to send some personal representative, in whom he had confidence, to the scene of the trouble, to investigate for himself and report. Governor Durbin's representative found a state of anarchy not quite as bad as that now prevailing at Niles, Ohio, and in that case he exercised his personal prerogative and removed the police authorities, if not attending to their duty, whereupon the state of anarchy ceased. We, therefore, ask you to send a personal representative, if possible, to Niles, Ohio, to investigate as to whether or not a state of lawlessness is prevailing, and then to act as your judgment dictates on the premises. Should there be no appropriation in the State Treasury for this purpose, this Association stands ready and willing to pay the expenses of such representative.

Yours very truly,

E. F. DuBRUL, *Commissioner.*

Acting under the instructions of the Governor we visited Niles and endeavored to ascertain the facts in the matters referred to by Mr. DuBrul. To this end we called on the company, the representative of the workmen, the mayor and other public officials, and in a general way obtained the most reliable information on the subject.

We found the union machinists employed by the Harris Automatic Press Company on strike, and while the company was endeavoring to secure new men the strikers were endeavoring to persuade others from accepting employment, and to induce those in the service of the company to quit work, but at the time of our visit there were no riots, mobs or other forms of lawlessness, and so reported to the Governor.

As to the strike, the causes leading thereto and the progress of the movement I submit the following report:

On January 6 the members of the International Association of Machinists in the employ of the Harris Automatic Press Company went on strike, and, as usual in such cases, there is a wide difference of opinion between the parties as to the real cause of the trouble.

The company declared that for a long time before the strike the union machinists had visited with each other and gathered in groups about the shop during working hours agitating unionism, annoying non-union workmen, and in a general way neglecting their duties and interfering with the successful operation of the plant; that the manager had frequently admonished them against such conduct, and occasionally had discharged a union workman for such violation of shop rules; and finally, on January 5, it became necessary to dismiss several union machinists for neglect of duty and disregarding the orders of the company. The management further stated that the men were not discharged because of membership in the union, but solely and entirely because they neglected their business and harassed the non-union workmen and would not work in harmony with them, thereby destroying system and discipline in the shop and rendering it difficult to conduct the business; that the manager had no objection to labor unions, and only required that employees, whether union or non-union, shall be competent workmen and give attention to business

during working hours. That the company endeavored to deal fairly with its employes, is shown by the fact that it made the shop and surroundings as pleasant as the business would permit, and gave them ten hours' pay for nine hours' work. To further justify its position the company stated that when the strike was ordered it employed one hundred and fifty hands, and when the machinists' union demanded the reinstatement of the discharged men the management called all employes together, and after fully explaining the situation to them gave them their choice between "working under the rules of the union or working under the rules of the company," and as a result thirty-five men left the shop and about one hundred continued to work, and those who left the service of the company immediately declared a strike and gathered in crowds about the works, and not only intimidated persons who desired work, but threatened and assaulted those who refused to go out or had accepted employment.

In answer to our appeals for a meeting with the representatives of the striking machinists the company declared its purpose to conduct its business independent of the union, and under no circumstances would it recede from the position it had taken or deal with the machinists' organization.

To the above general statement and declarations of the company the committee representing the striking machinists made reply as follows:

They are members of the International Association of Machinists, and claim, and can prove, that ever since their union was formed, in April, 1903, their members have been continually dismissed from the service of the company on charges of neglect of duty, incompetency, etc., so that the organization could be broken up, and that recently the Harris Company joined the National Metal Trades' Association, and since the company united with said association the discharge of union machinists had been more frequent. That this form of persecuting union men extended over a period of several months, and during that time the union workmen were gentlemanly in their conduct, attentive to their work, and endeavored to win the respect and confidence of the company, but without avail. That the union machinists dismissed by the company were competent workmen is shown by the fact that many of them were among the oldest and most faithful employes of the company, and were required to do the most skillful work. Being convinced that faithful service, skillful work and courteous treatment would not protect them against persecution and discharge, and having learned of the intention of the superintendent to dismiss all union men, and, further, desiring to retain their membership in the union and continue in the service of the company, they selected a committee to present the entire subject to the management, but this committee was immediately discharged. The matter was then referred to the International Association of Machinists, and the district agent visited Niles and endeavored to interview the company, but was

refused admittance. Not being willing, however, to abandon the attempt, to avoid trouble the representative of the union addressed the following letter to the Harris Company:

YOUNGSTOWN, OHIO, December 9, 1903.

Harris Press Co., Niles, Ohio.

GENTLEMEN:—In the interest of peace and harmony, I desire to address you with the end in view of establishing, if possible, a closer and more friendly spirit between yourselves and your employes in the machinists' department of your works.

I presume you are aware that some time ago the machinists in your employ, recognizing the advantages of organization, affiliated themselves with the International Association of Machinists, for the purpose of improving their social condition and for protection and assistance in times of sickness and distress. Since that time, from evidence at hand, it appears that those employes have been severely persecuted, even to the extent of being thrown out of employment, and it now transpires, from further evidence, that it is the plan of one of the officials of your company to dismiss all machinists who are members of the above association, the evidence even going so far as to name those who are next to be dismissed.

You can readily see that this knowledge naturally creates a feeling of extreme dissatisfaction among a large number of the machinists in your employ. They cannot see why they have forfeited their rights to equality of treatment, and while in the past they have been advised and counseled to take no recognition of the treatment, I cannot say how long their forbearance can be relied upon if the present plan of discrimination should continue.

I trust that you can realize the advantage of having a spirit of good fellowship existing in an enterprise of your kind, and I am sure that an arrangement can be entered into that would bring about pleasant and harmonious relations that would be of lasting benefit to your company.

With this end in view, I would be very pleased to call upon you at your convenient early date, and in advance I beg to assure you of my desire to co-operate in any movement that will tend to bring employer and employes more closely together.

Respectfully yours,

F. R. JOHNSON, *District Agent.*

That no reply was received to this communication, but in a telephone conversation Mr. Johnson was told by the company that if the Machinists' Union had a grievance it would have to be taken up with the National Metal Trades' Association. Accordingly the district agent of the union sent the following letter to the National Metal Trades' Association, which, with the subsequent correspondence on the subject, will fully explain itself:

YOUNGSTOWN, OHIO, December 22, 1903.

MR. ROBERT WUEST, *Secretary N. M. T. A., Cincinnati, Ohio.*

DEAR SIR:—Will you kindly assist in arranging a conference between a representative of your association and the I. A. of M., on a grievance existing in the Harris Press Works in Niles, Ohio. Our members there claim that the Harris Automatic Press Co. are violating the laws of the N. M. T. A. in discriminating against and discharging members of the I. A. of M. About a week or so ago, I asked the Harris Automatic Press Co. for a conference on the matter, but received no reply to my communication. Today, I again asked for the same by long distance telephone, and Mr. Harris says the matter will have to be taken up with your association.

The situation there is becoming considerably strained, and, while we can exercise discipline over our own members, there are a number of sympathizers in the shop over whom we have no control, and this fact, coupled with the feeling of our members, makes the situation rather critical.

We desire a peaceful termination to the matter, and would ask that you take this up at once with your executive board so that a meeting may be had with your representative at Niles at the earliest possible date. Otherwise, I fear that serious trouble will develop at that place.

Trusting you will give this your prompt consideration, and awaiting an early reply, I am, with compliments of the season,

F. R. JOHNSON, *District Agent.*

DECEMBER 23, 1903.

MR. F. R. JOHNSON, *Box 144, Alliance, Ohio.*

DEAR SIR:—Replying to your letter of December 22d, beg to say that the writer is very sure that the Harris Automatic Press Co. are not discharging men simply because they are members of the union, and before taking any action in regard to laying same before our Administrative Council, would like to have authenticated cases. Are you sure that some of your members have not been going beyond the limit of tolerance as laid down by the coal strike commission, which says, "That no person shall be refused employment, or in any way discriminated against, on account of membership or non-membership in any labor organization; and that there shall be no discrimination against or interference with any employe who is not a member of any labor organization by members of such organization."

I am not familiar with the circumstances you complain of in Niles, but in submitting your complaints would advise you to make sure that simply membership in your organization was the cause of the discharge, and that your members were not infringing on the last clause of that coal strike commission verdict, and were not discriminating against non-union men in the same shop, thus destroying harmony. I do not know that the above is a fact, but the suggestion is simply thrown out to you for a basis of investigation before submitting complaints. It might also be well to question the complainants very closely regarding their efficiency, conduct, and other causes that might lead to their discharge. You know as well as I do that sometimes hotheads are very prone to go beyond reasonable bounds, and then to expect an organization to stand by them right or wrong.

If you will submit full data as to the alleged complaints, I will investigate same, and can then be better able to judge whether or not a conference is desirable.

Yours very truly,

E. F. DuBRUL, *Commissioner.*

ALLIANCE, OHIO, December 27, 1903.

MR. E. F. DuBRUL, *Union Trust Building, Cincinnati, Ohio.*

DEAR SIR:—Your favor of the 23d inst. is at hand. I note what you say in regard to the limit of the tolerance, as laid down by the coal-strike commission, and also in regard to the efficiency, conduct, etc., of the complainants in their complaints against the Harris Automatic Press Co. These points have already been carefully gone over, and I beg to say that no infringement of the last clause of the verdict of that commission, nor any violation of shop rules can be found, nor does it appear that the efficiency of the men involved has at any time been in question. On the other hand, it would seem that the limit of tolerance has been reached by the men themselves.

I do not think that this matter can be settled by correspondence, and to cite individual cases would be useless attempt in that direction. Therefore, I trust that you will act upon my first suggestion of arranging a conference between the Harris Automatic Press Co., the National Metal Trades Association, and the Machinists' Association, so that a friendly termination to the dispute can be arrived at.

Awaiting an early reply, I am,

Very truly yours,

F. R. JOHNSON, *District Agent.*

DECEMBER 28, 1903.

MR. F. R. JOHNSON, *Box 144, Alliance, Ohio.*

DEAR SIR:—Beg to say that on the representation made in your letters, in my judgment, there is no necessity for arranging a conference. Besides which we have not been called upon by our members to arrange any such conference, and we could not very well interfere in the private affairs of any of the members of this association, unless something far more definite is at hand which I could lay before the firm in question and before our Administrative Council. I am very sure that the Administrative Council would not vote to have any conference. You must remember that members called upon for a conference are very busy men, and they cannot be expected to drop everything on the indefinite request of anybody who may choose to make such request. In other words, all these things should be very definite and certain so that the men may know what they are expected to talk about.

Yours truly,

E. F. DuBRUL, *Commissioner.*

ALLIANCE, OHIO, December 30, 1903.

MR. E. F. DuBRUL, *Commissioner National Metal Trades Association, Cincinnati, O.*

DEAR SIR:—Yours of the 28th inst. is received, and contents noted. I regret very much your inability to judge differently as to the necessity of arranging a conference in regard to the case of the Harris Automatic Press Co. As to there being no request for such a conference from your member, allow me to call your attention to my first letter, in which I stated that I was addressing you at the request of Mr. Harris himself. True, this may not be considered as an official request from the member to your association, but since you have quoted to me from the verdict of the coal-strike commission, allow me to quote to you from the law and rules of procedure of the Ohio State Board of Arbitration, which gives either party to ask for arbitration,—“The parties immediately concerned, i. e., the employer or employees, or both conjointly, may file with the Board an application for arbitration.” (Rule 1, page 5.)

It is true that people in the manufacturing business are generally considered to be busy men, but from the statement of one of the officials of the company, they are not now in a busy season and their rush work is all disposed of, therefore it would seem that time could be spared very profitably in spending a few hours in an effort to adjust this controversy.

To those who are familiar with the policy of the National Metal Trades Association, your refusal to arbitrate will not be surprising, but since your organization has given public notice that its only object is to eliminate the bad features from labor organizations, this would seem to me to be an opportunity for fair investigation, and should there have appeared any of that element in the machinists' organization in Niles that would injure the public good, no one would have been more willing and anxious to eliminate the same than myself.

I realize that nationally there are some points of difference between the National Metal Trades Association and the International Association of Machinists, but I do not think that that feeling should be brought into a local affair, and should there develop anything more serious than now exists at the place in question, it cannot be said that the International Association of Machinists did not exhaust every reasonable means to avoid it.

Thanking you for consideration thus far, I am,

Respectfully yours,

F. R. JOHNSON, *Box 144, Alliance, Ohio.*

(NOTE.— This is the first time in the history of the Board that we have been placed in possession of such extensive correspondence between the official representatives of organized employers and organized employes in any industry. The letters were handed to us by Mr. Johnson, and we therefore submit them to you, showing, as they do, the attitude and policy of the National Metal Trades Association and the International Association of Machinists toward each other.)

The representatives further say that they made no demands on the company and asked for no change in wages, hours or conditions of work. and only desired that the management would not discriminate against their members or discharge them because of their membership in a labor organization; that for several months they had patiently submitted to the persecution of the company, had exhausted all honorable means to avoid trouble, and, being unable to arrange a meeting with the Harris Company or the National Metal Trades' Association, to which it belongs, they were forced to strike as the only means to protect themselves against further persecution, and to defend the fundamental right the company claimed for itself, viz., the right of organization and representation.

They wanted to meet the company and adjust their troubles, and to that end desired the good offices of the Board, but the attitude of the firm was such that our repeated endeavors to bring the parties together were unavailing.

The strike has existed about a year, and, according to our latest information, the relations between the Harris Company and the union machinists are unchanged. While the company was considerably embarrassed by the situation, which temporarily curtailed its business, the strike did not at any time cause a suspension of its operations. The company at once endeavored to secure new men, and claim that within a short time it had supplied the places of all those who went on strike, and was operating with the usual number of hands.

TEAM DRIVERS.

CINCINNATI.

About February 20 we learned through the public press that the Team Owners' Association and the International Brotherhood of Team-

sters of Cincinnati were unable to agree upon a scale of prices, that friendly intercourse between the two organizations had terminated, and a strike or lockout was likely to follow.

The Chairman and Secretary of the Board visited Cincinnati on February 25, and at once arranged a conference with the representatives of the several local branches of the teamsters' organization. We were informed that general dissatisfaction prevailed among the cab and hack drivers, truck drivers, ice wagon drivers and helpers and drivers of coal wagons, all of whom had formed local unions, were affiliated with the International Brotherhood of Teamsters, and desired an advance of wages and the recognition of their organization. The Board was also informed that the coal teamsters were at that time working under an agreement fixing the scale of wages, the hours of labor, overtime, the settlement of grievances except wages, hiring and discharging drivers, and the observance of union rules, which would continue until March 18.

The drivers were anxious to negotiate an understanding for the ensuing year, and to this end desired the Board to arrange a conference for them with the team owners. Accordingly the Chairman and Secretary called upon the President of the Team Owners' Association, and endeavored to persuade him to agree on terms of work with the representatives of the drivers. This, however, he positively refused to consider, and further resented our proposition and declared the unions had ill-treated him and hampered him in his business, and therefore he declined to meet or deal with union officials or committees in any manner whatever. The following day we again met the representatives of the team owners, with the same general result.

Being unable at that time to bring the parties together to promote an adjustment, and, as the agreement between the coal dealers and the drivers would not expire for several weeks, the Board temporarily suspended its efforts, hoping that in the meantime and upon reflection such concessions would be made by either or both parties as might be necessary to a friendly understanding.

On March 9 the following communication was received from the President of the Coal Drivers' Union:

CINCINNATI, OHIO, March 8. 1904.

MR. JOSEPH BISHOP, *Secretary,*
State Board of Arbitration,
Columbus, Ohio.

DEAR SIR:—I wish to inform you that we have not yet settled our controversy in Cincinnati. Time is growing short, and as yet, we have been unable to get an audience with the bosses.

Please let me know if you will visit Cincinnati soon, and if so, when will you be here? I think possibly your Board might be able to assist in settling a controversy that otherwise may cause trouble.

Yours truly,

J. E. LONGSTREET.

President, Coal Drivers' Union 164.

In response to this letter the Board visited Cincinnati on March 10, having given previous notice of its intention to do so, and also having arranged in advance for a meeting with the representatives of the drivers.

We learned that there was little or no change in the situation since our former visit. The drivers insisted upon their demand for increased pay and the recognition of their union, and, while the team owners were willing to advance wages, they were firm in their refusal to recognize the union or its officials.

In order to more fully explain the differences existing between the parties we herewith submit a copy of the agreement under which the coal dealers and drivers were operating, which was furnished to the Board by the President of Coal Drivers' Union 164:

AGREEMENT.

Entered into this day of, A. D., by and between Team Drivers' International Union 164, hereafter called Party of the First Part, and hereafter called Party of the Second Part.

Witnesseth:

That said First Party does pledge and bind itself to furnish to said Second Party all the men it may require as drivers for the period from this date until March 18th, 1904, upon the following conditions:

First.—The Second Party agrees to hire only drivers furnished by the First Party, provided the First Party can furnish same, and except as hereinafter set forth.

Second.—The men furnished by said First Party shall be members in good standing of said Local Union No. 164.

Third.—That the characters of the men shall be guaranteed to be of that repute required by the oath taken in becoming members of the said Union.

Fourth.—Any controversy or grievances arising from any cause except the question of wages, as hereinafter provided, shall not cause any hindrance in the conduct of the business of and by the said Second Party, but shall be submitted to a Board of Arbitration, which Board shall consist of three persons, one of whom shall be selected by the First Party, and one by the Second Party, and the third, by the two selected as aforesaid, and the decision of such arbitrators shall be conclusive upon all parties.

Fifth.—That ten (10) hours shall constitute a day's work as follows: to be completed within eleven consecutive hours, one hour of which is to be allowed for dinner, and the men to attend and care for their teams as heretofore done by the men employed by said Second Party.

Hooking up at A. M.; Unhooking at P. M.

Sixth.—The Second Party agrees to pay wages as follows:

1 horse.....	\$1 50 per day
2 horses.....	1 75 per day
3 horses.....	1 85 per day
4 horses.....	2 00 per day

All overtime to be paid at the same rate.

The Second Party reserves the right, however, to discharge any driver who shall be guilty of misdemeanor, intoxication, cruelty to its horses, offensiveness

to its customers, indolence, or insubordination. Each new man entering the employ of the Second Party, not a member of said Union, shall be paid Union wages and may be provided with a working card by said Union, and shall, if found capable by the Second Party, and satisfactory to the First Party, become a member of said Union. If found, however, not competent, the Second Party shall notify the delegate or committee-man; but in no case shall a non-union be employed while a competent Union man has applied first for the place, provided the delegate or committee-man has been notified of the vacancy.

Said Union reserves the right to reject, suspend, or expel any member not complying with its laws, and thereafter the Second Party shall not continue such man, after written notice by said Union, provided another suitable man is furnished, if desired by said party.

Seventh.—Should a slack time occur and the Second Party not have sufficient work for all the men in its employ, the men last employed shall in all cases be the first laid off.

Eighth.—Notice of the intention of either party of any change or termination of this agreement, or the renewal thereof, shall be given by the party at least thirty (30) days before the expiration hereof.

THIS AGREEMENT shall be in full force from the date of its written execution until March 18th, 1904.

IN TESTIMONY WHEREOF the said Parties have hereunto signed their names, and caused their seals, by and through their respective officers, to be affixed this 18th day of March, 1903.

Party of the First Part;

.....

Party of the Second Part;

.....

WITNESSES:

.....

Early in January the coal drivers decided to ask for an advance in wages, and gave notice of their intention, as provided in the foregoing agreement, and at the same time presented to their employers a new agreement, to take effect March 18, 1904, and continue until January 1, 1905. Similar agreements were submitted to the team owners by the hack and cab drivers, ice-wagon drivers and truck drivers, the chief difference being as to the date when the contracts would expire, all of which, however, were held in abeyance pending the settlement of the coal drivers' grievance.

The following will show the wages paid during the past year, and also the proposition of the employers and the drivers for a ten hours' work day for 1904:

	Wages 1903.	Team Owners' Proposition.	Drivers' Proposition.
One horse per day.....	\$1 50	\$1 75	\$1 75
Two horse per day.....	1 75	1 90	2 00
Three horse per day.....	1 85	2 05	2 25
Four horse per day.....	2 00	2 25	2 50

Overtime to be paid for at same rate.

The Board held frequent meetings with the representatives of the drivers, and on March 14 received from them a proposition as follows:

March 14, 1904.

The following proposition was submitted to the State Board of Arbitration by Mr J. E. Longstreet on above date, the same to apply to the coal teamsters: Wage scale as follows:

One horse driver.....	\$1 75 per day.
Two horse driver.....	1 90 per day.
Three horse driver.....	2 05 per day.
Four horse driver.....	2 25 per day.

Overtime to be paid for at the same rate.

Ten hours to constitute a day's work driving time, care of stock, and dinner hour not included.

Wage scale to continue until

No discrimination against union men.

The members of the Board also held several meetings with representative team owners, and desired a conference with the President of the Coal Team Owners' Association, but being unable at that time to arrange such meeting communicated with him as follows:

CINCINNATI, OHIO, March 14, 1904.

MR. WILLIAM MARMET, *President*.

DEAR SIR:—As you are aware, the members of the State Board of Arbitration are endeavoring to promote an understanding between the team owners and the team drivers of this city. We are exceedingly anxious that friendly relations may be established, and that the business of Cincinnati may not be interrupted.

As we understand the situation, the matters which now divide the employers and their drivers are but slight, and should be easily adjusted. With this end in view, we request you to indicate to this Board, by letter, the terms and conditions which the coal dealers are prepared to offer to their teamsters.

Requesting an early reply, we are,

Very respectfully,

THE STATE BOARD OF ARBITRATION,
By JOSEPH BISHOP, *Secretary*.

No reply to this letter was received, but on the following day, on request by telephone, we met with the representatives of the Coal Team Owners' Association. They freely discussed the matters of difference between their organization and the drivers, and verbally proposed the wage scale and conditions submitted by the drivers to the Board on March 14, and further agreed that the same should continue "for not less than a year."

We endeavored to persuade them to make the proposition in writing or to submit the same in the form of a letter addressed to the Board. To this, however, they objected, but gave assurance that the terms proposed would be faithfully observed. This was not satisfactory to the representatives of the drivers, who insisted that the proposition should be in

writing, over the signatures of the coal operators, notwithstanding it covered all points included in their offer of March 14. It will therefore be seen that the only difference between the parties at that time was that the drivers demanded a written proposition, which the coal operators refused to submit.

The members of the Board advised and urged the union officials to accept the assurance that the terms offered by their employers would not be interrupted during the year, and repeatedly requested that they be authorized or permitted to report the acceptance of the proposition to the coal operators, but without avail, and no further effort was made in that direction.

The scale of wages offered by the coal operators went into effect immediately after our conference with them, and, while the drivers did not assent to the verbal proposition of their employers, they continued work without interruption, but were evidently dissatisfied with the situation.

Nothing further was heard on the subject until May 23, when the following communication was received:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS.
Local Union No. 164.

CINCINNATI, OHIO, May 19, 1904.

MR. JOSEPH BISHOP,
State Board of Arbitration,
Columbus, Ohio.

DEAR SIR:—I write to inform you that the coal operators are already breaking faith with us as drivers. The Kroger Coal Company, has to-day issued to us an ultimatum that they will no longer pay for a ten hour day, but we can work eleven hours or quit. Mr. Kroger also sent his foreman out to get an entire new set of men with instructions to hire only non-union men, saying he did not want union men. To-night he called his men together and told them he would consider their request for ten hours and give them an answer the last of this week. Similar action has been taken by other bosses.

It now looks as if trouble cannot be averted, and if started, the result is only a matter of conjecture. I want to say further that the Team Owners have not made any effort to carry out the promises they made your Board.

Hoping to hear from you soon, I remain,

Sincerely yours,

J. E. LONGSTREET,

President 164, I. B. of T.

To this letter we made reply as follows:

STATE OF OHIO.
OFFICE STATE BOARD OF ARBITRATION.

COLUMBUS, OHIO, May 23, 1904.

MR. J. E. LONGSTREET,
President No. 164, I. B. of T.,
Cincinnati, Ohio.

DEAR SIR:—I have been out of the city for the past week, and did not return until this morning, when I received your letter of the 19th. We regret that strained

relations seem to exist between the team owners and the drivers of your city, and if we could do so, would be pleased to aid in promoting a more friendly and harmonious situation.

Official engagements will not permit us to visit Cincinnati at this time, but if the service of this Board is desired, we will endeavor to see you within a few days. In the meantime, we advise you to use your influence to prevent a strike, believing that efforts to conciliate matters will be more effective in bringing about a friendly understanding while the men are at work, than after a strike has been declared and working relations interrupted.

Hoping that all differences between the team owners and the drivers will be amicably adjusted, and requesting that you keep us advised on the subject, I am,

Very respectfully,

JOSEPH BISHOP, *Secretary.*

No reply was received to our letter, and nothing further was heard from either party on the subject. We therefore concluded that matters had adjusted themselves and the services of the Board were not required.

EXCELSIOR SHOE FACTORY.

PORTSMOUTH.

On February 25 the following letter, which had been received by the Governor, was referred to the Board:

PORTSMOUTH, February 24, 1904.

GOVERNOR HERRICK:—

Several months ago, forty boys employed in one of our local shoe factories went on strike, and inside of forty-eight hours the State Board of Arbitration was here.

For the past two weeks we have had a strike in this city by the welt lasters at the Excelsior Shoe Factory. Today there are about 800 people out of work, many of them in sympathy with the strikers, only the welt-fitting room and a few McKay help remaining.

Why can't you have that Board of Arbitration here now? We cannot remain idle, as the firm prohibit us from working elsewhere, nor do we desire to see the factory closed, for it is best for all that we work.

The firm says, "Lasters, go to work, and we will adjust prices," and the lasters say, "Adjust prices, and we will work."

Hoping you will act on this letter, I am,

Very Respectfully,

(Signed) A. SHOEMAKER.

Your representative visited Portsmouth and learned from the Mayor that the communication of "A. Shoemaker" to the Governor of the State was a misrepresentation of the facts in the case, both as to the time the strike had been in progress and the number of workmen involved. True, the lasters in the employ of the Excelsior Shoe Company were on strike, and for some reason not fully explained to the Board the cutters were also out, and the temporary stoppage of these departments caused a considerable number of other employes to be idle.

The company stated that at noon on Monday, February 15, and without previous notice, the lasters declared that unless they were paid patent leather prices for tan shoes they would not work after dinner, notwithstanding they had an agreement fixing the price on such work until April 1, and that the manager appealed to the lasters to continue at work, with the understanding that all grievances would be promptly adjusted. This did not satisfy the men, who at once ordered a strike, and the company immediately submitted to them the following communication:

EXCELSIOR SHOE LASTERS:—

Your proposition of this even date to hand. We cannot accept same, as it is not in accord with the interests of the shoe manufacturers and shoe workers of Portsmouth. In dealing with this situation, we must protect the shoe industry at Portsmouth; also, the shoe workers, and insist on this vital point (work and adjust.)

We pledge ourselves to work at an adjustment of this question after you return to work, at any opportune time you desire, outside of working hours. If you wish to talk over this matter further, we will be pleased to meet you again Monday morning at the school building.

It will be satisfactory to us, if you desire to have other shoe manufacturers present, who are as much interested in this principle as ourselves.

Yours truly,

THE EXCELSIOR SHOE COMPANY.

The above was not acceptable to the lasters, and in order to be more explicit the company offered to them the following:

PORTSMOUTH, O., February 18, 1904.

MR. CHAS. HOPKINS, CHAIRMAN,

DEAR SIR:—We feel that our Lasters are the best paid shoe-workers in Portsmouth, and that they treated us unfairly by not conferring with us before making a demand and immediately going on strike.

If they come back to work, do all shoes as heretofore, we will make an adjustment of prices and conditions that will be equitable and as rapidly as possible, and the prices agreed upon shall take effect from the time they return to work.

Yours truly,

THE EXCELSIOR SHOE COMPANY.

The company further declared its desire to protect employers and employes alike against strikes and lockouts and their disastrous results, and therefore urged the lasters to "work and adjust."

The committees representing the lasters were equally positive in saying that they did not take any advantage of the company or order a strike without notice, but on the contrary the manager had known for several months that the men were dissatisfied with wages and had requested patent leather prices for tan shoes, and that he had agreed to adjust the matter and neglected to do so; that they were anxious for a settlement, and only ask the Excelsior Shoe Company for the wages its competitors are paying for the same class of work.

The company insisted that the lasters resume operation and settle differences as speedily as possible while at work, while, on the other hand, the men refused to return to work until the wage question had been satisfactorily settled.

For the time the management and the lasters were unable to reach an understanding, and at this stage of the controversy the cutters in the employ of the company decided to "investigate both sides of the question and decide who is right and who is wrong." Accordingly they met with the company and also the committee representing the strikers, and after hearing the statement of all parties "decided that both sides were at fault." During the investigation the cutters received from the company the following proposition, which they submitted to the lasters on February 27:

CUTTERS OF EXCELSIOR SHOE COMPANY;—

We will give our welt lasters positions under the prices existing before the strike, but no more strikes. Work and adjust; no question raised, until March 7, Monday evening. March 7 we will meet their committee and proceed toward adjustment of prices and all questions, the adjustment to take effect on day the lasters begin work.

(Signed) EXCELSIOR SHOE COMPANY.

The above offer was rejected by the lasters, and the cutters discontinued their efforts to settle the trouble and immediately returned to work, leaving the company and the strikers to adjust their differences in their own way.

The foregoing general statement will cover the facts, as given to us by reliable authority, and as they existed at the time we visited Portsmouth.

Having learned the lasters had refused the proposition of the company submitted February 27, we endeavored to persuade them to reconsider their action, with the result that on the following day another meeting was held, and by a majority vote they decided to accept the offer, and returned to work on Monday, February 29.

At the beginning of the controversy there were only twenty-seven lasters involved, and from the information at hand we are of the opinion that it would at that time have been an easy matter to remove any misunderstanding which may have existed, but instead of the company and the men meeting together in a friendly way and continuing amicable relations they both resorted to the public press and aired their complaints against each other to such an extent as to embitter the situation and render an adjustment more difficult.

ROGERS, BROWN, AND COMPANY.

HAMILTON FURNACE, HANGING ROCK.

On April 6th, the Board was informed that about one hundred and fifty men employed by Rogers, Brown and Company, manufacturers of pig iron at Hanging Rock, were on strike for the reinstatement of certain discharged union men.

The Chairman and Secretary of the Board visited Hanging Rock, and found the company had ceased operations, and blown out the furnace, as a result of the strike.

We were informed by the superintendent that the Company employed about 150 hands, and, as far as the iron business would permit, gave them constant employment. That the furnace had been in blast so long that it was almost burned out, and within a short time it would be absolutely necessary to "blow out" entirely to re-line the stack and make other repairs; and therefore the production of pig iron was considerably less than would be made under ordinary conditions. On account of the falling off in production, the superintendent temporarily laid off six men, one filler and two iron carriers on each turn, with the understanding that within a few days the furnace would make Bessemer iron, which would increase the output, and the suspended men would then return to work. This was not satisfactory to the workmen, who were members of Local Union No. 20 Blast Furnace Workers and Smelters of America, and at 9 o'clock A. M., April 5th, a committee representing the union gave notice that unless the suspended men were reinstated at once, the company could "bank" or "blow out" the furnace at 6 P. M. on that date, as all hands would cease work at that time. The superintendent explained to the men the condition of the furnace, and assured them that the suspended men would be on duty again in a few days, and endeavored to persuade them to reconsider their action, but to no purpose. At six o'clock they walked out, and declared a strike, without giving time or opportunity to prepare for such an emergency. Immediately after leaving the works, and seeing the superintendent preparing to blow out the furnace, the strikers called off the engineer, thus leaving the boilers and engine without proper care, and seriously endangering the entire establishment, and causing considerable loss to the Company.

The men complained that the Company had discharged six men, two iron carriers and one filler on each turn, and in consequence the labor of all other workmen was proportionately increased. They stated further that there was no falling off in the product of the furnace, that the fillers and others were doing as much work as formerly, and there was no necessity for reducing the working force, and that the discharge of the men was not because the furnace was burned out, or that the Company did not require the services of all its employees, but because the management was opposed to labor unions and dismissed

the six men in order to create dissension among the workmen and disrupt their organization. They also claim that they gave the superintendent timely notice of their demand for the reinstatement of the discharged men, of their intention to cease work at six P. M. on April 5th, and therefore the superintendent is alone responsible for any loss sustained by the Company. They declared the strike was for the right of organization, and against the discrimination of union men.

The committee desired to meet the Company and settle their differences, but at that time the superintendent declined to meet the men in any capacity, and said that in future he would confer with them only as individual workmen.

As already indicated, the Company had blown out the furnace and could not resume operations without re-lining the stack and making general repairs, which usually extend over a period of several months, and during which time only a small proportion of the men could be employed. The Board advised the committee representing the strikers to reconsider their action, and arrange the best terms they could with the Company. This advice was disregarded, and the committee decided to present an agreement to the management providing for recognition of the union, etc.

There being no opportunity for the Board to exercise its good offices, the members discontinued their efforts. Within a few days, however, they were informed that the union committee presented to the company, for its signature, an agreement of which the following is a copy:

AGREEMENT.

This agreement made this — day of ———, by and between the Hanging Rock Iron Company, of Hanging Rock, County of Lawrence, and State of Ohio, hereinafter referred to as the Company, and the National Association of Blast Furnace Workers of America, Local No. 20, of the same place, hereinafter referred to as the men, witnesseth:

The Company agrees to employ as many members of Local Union No. 20 as possible while under repairs, and, when furnace resumes operation, that all men who were employed by the Company on April 1, 1904, be reinstated. In consideration of the aforesaid agreement of the Company and the men, it is agreed that when any men are hired, the Company shall give preference to men from Local No. 20, if any apply for jobs, provided they are competent, experienced men for the job, otherwise, the Company has the right to employ such men as can be obtained, and that the men shall at all times provide the superintendent with a list of all such available men not employed by the Company.

It is further understood and agreed that, in case of any difference arising between the Company and the men, such cases shall be settled by a committee from the men, of not more than three, and the company superintendent. In case any difference shall occur that cannot be settled satisfactorily in the above manner, such cases shall be submitted to arbitration in the usual manner, which is as follows: viz., one arbitrator shall be selected by the men, and one by the company. If they so agree, a third shall be selected by the above two, and the decision of any two of this arbitration committee shall be final and binding on the part of the company and the men. It is agreed in all cases where questions are submitted to arbitration, the men shall continue to work, pending settlement.

This agreement shall be in force for one year, unless notice of a desire to change or modify the same be given by Company or the men thirty days previous to its expiration. But it is understood that the matter of wages can be taken up and attached to this agreement at any time, provided such wage shall be settled for one year; otherwise, this agreement shall continue from year to year.

In witness whereof, we have hereunto affixed our hand and seal, this — day of —, 1904.

For the Company,

For the Men,

The Company refused to entertain or give any consideration whatever to the proposed agreement, and we are informed that, for the time being, no further attempt at settlement was made.

Nothing more was heard from either side until June 1st, when the Sheriff of Lawrence County called on the Governor for troops to restore peace and order at Hanging Rock, and, acting under the instructions of the Governor, the Secretary of the Board again visited the scene of the trouble, and aided the civil and military authorities in restoring order.

We were informed that the Company had armed a number of imported colored workmen, all of whom were promptly disarmed by the commander of the troops. We were also informed that the strikers were armed, and the Secretary prevailed upon them to voluntarily surrender their guns and pledge themselves to maintain peace and support the authorities. Both parties having been disarmed, and the strikers being committed to peace and order, it was reasonable that the civil authorities could easily control the situation, and we so reported to the Governor, and recommended the withdrawal of the troops. In this we were supported by the Colonel in command, who joined with us in the recommendation, and within a day or two the troops returned home.

On our arrival at Hanging Rock, we were informed by the Company that, within a short time after the shut-down, it was ready to proceed with the work preliminary to the general repairs, and arranged with thirty of the old hands for such work, but, by reason of threats and intimidation on the part of the strikers, they were afraid to begin operations, and that the same methods were followed by the strikers in dealing with others engaged by the management to do the repair work, all of whom were afraid of bodily harm and were forced to leave the locality; that, in order to proceed with the work, the Company was forced to employ non-union men, who were subjected to intimidation and assault to such an extent that they found it necessary to arm themselves; and that, in order to protect life and property, the county authorities were compelled to call upon the Governor for troops, for which the strikers are alone responsible.

The above statement of the Company is disputed by the men, who declare they never intimidated, threatened, or assaulted anybody who de-

sired to work; that, previous to the strike in April, the management had in various ways discriminated against the members of the union, and tried to disrupt their organization, and finally imported non-union colored men to do the work formerly given to the old hands; that the imported men were armed by the Company, and carried their guns to and from work, causing fear and dread throughout the village, which was intensified by the presence of armed detectives in the employ of the Company, and finally resulted in disorder, and the presence of the military, for which the Company is entirely to blame.

Such are the statements of the parties as to the circumstances leading up to the disorder and rioting in June, when the troops were called into service, and we submit them without comment.

The Company continued to employ the non-union men, and added to its force of workmen as necessity required, until October 15th, when we were informed that Local Union No. 20, Blast Furnace Workers, declared the strike at an end. On October 28th, the furnace resumed operation as an "open shop," the Company employing such of the old hands as it desired.

The strike was ill-advised and unwise, and from the beginning was a hopeless struggle, and emphasizes the importance of having level-headed, conservative men to conduct the affairs of labor unions.

MASTERS AND PILOTS OF LAKE VESSELS.

The greatest strike of the year 1904, as it affected the interests, not only of our state but of all ports on the Great Lakes, and which caused greater loss to vessel owners, lake seamen and lake commerce than any similar movement of which we have any information, resulted from the failure of the American Association of Masters and Pilots of Steam Vessels and the Lake Carriers' Association to agree on what should be paid in the way of wages.

We are informed that previous to and after the opening of navigation, the latter part of April, the representatives of the lake carriers held several conferences with the various organizations of seamen and made satisfactory arrangements for the season with all except the masters and pilots, and the failure to reach an agreement with them caused the strike and a tie-up of the freight business at all ports.

The lake carriers proposed to pay the wages prevailing last year, while the masters and pilots demanded increased pay and a uniform scale. They continued to meet from time to time until April 12th, when the Masters and Pilots sent the following official communication to the President of the Lake Carriers' Association, which ended all negotiations between them:

DEAR SIR:—

In fulfillment of my agreement with the Association which you represent, to give you at our earliest possible opportunity the result of the referendum vote, referred to the members of the American Association of Masters and Pilots, I will respectfully state that the acceptance of the proposition has been almost unanimously rejected. In fact, the few members voting to accept it were in such a small minority that we hardly think it worth our while to notice it at all.

Respectfully yours,

PAUL HOWELL,

District Captain.

The next day the Lake Carriers' Association made public statement as follows:

"After having been in session at Cleveland about four weeks, during which time we have met six labor organizations, and have completed satisfactory contracts with five,—namely, the Scoopers' Union, the Marine Firemen Oilers' and Water Tenders' Union, the Lake Seamen's Union, and the Marine Engineers' Association. These five organizations have met us in a spirit of fairness, recognized the conditions of the times, and have been satisfied to accept some reductions and modifications from last year's contracts. The sixth one of these unions, the Masters' and Pilots' Association, after several sessions, is the only one that has not been willing to recognize the existing business conditions, but have insisted upon a material advance in wages over last year, with more stringent conditions. We spent several days in session with them, and last Monday, the 9th, we met them on all the conditions except the wage scale. We went over this particular point at great length, and explained to their committee that the business conditions did not warrant any increase in wages; that the operating costs of boats had been advancing every year, until today the vessel owner was confronted with the highest operating expenses on record, with a very dull season ahead and a corresponding reduction in gross earnings; and that we could not possibly entertain any proposition that would further increase our already too high operating expenses, and were even warranted in asking for a reduction, instead of granting an increase. They seemed to be unwilling to recognize the necessity of reducing wages, and a compromise was agreed upon, binding all members of the Association this year to pay last year's carriers' wages. The advisory board of the Masters' and Pilots' Association unanimously agreed that this was fair, and that they would go back to their different lodges or harbors and use every effort to have it accepted.

"We naturally expected that, as the different lodges or harbors had selected this advisory council to represent them upon their return with what they had agreed with the Lake Carriers' Association was a fair proposition to recommend, it would be accepted by the main body. It seems, however, as though their call for the special meeting to ratify the action of the advisory council was not couched in such conciliatory language as would bring about such results, as is evidenced by the following postal card sent out, calling the meeting in Chicago:

"American Association of Masters and Pilots of Steam Vessels.

CHICAGO, May, 10, 1904.

DEAR SIR AND BROTHER:—A special meeting will be held Wednesday evening, May 11, at 7:30, to decide whether or not we will call for strike against Lake Carriers' Association.

J. E. KOHNERT, C. C."

Inasmuch as the advisory council of the Masters' and Pilots' Association have repeatedly stated that they have full authority to act except on wages, and on this point had agreed and concluded that they ought to submit that question to the various lodges, and had positively agreed that they would not only recommend, but would urge its adoption by their members, the Lake Carriers' Executive Committee awaited confidently favorable action upon which a contract would be drawn up and executed. So positively was this indicated by the advisory council that the manager of the largest lake fleet announced his appointments of masters and called his masters for a conference in Cleveland yesterday morning, in the belief that the whole matter had practically been adjusted. To his intense surprise, after he had made the call, he was notified by Captain Howell, the district captain and lake manager of the Masters' and Pilots' Association, that he (Captain Howell) had countermanded the invitation of the manager to his captains and notified the manager that in consequence none of his captains would appear at the proposed conference. The manager immediately asked Howell just what was the position of the Masters' and Pilots' Association, now that the referendum vote had rejected the compromise proposition of the Lake Carriers' Association. Howell replied that all negotiations that had been made between the Masters' and Pilots' and the Lake Carriers' Association were declared off, and that they would not sail any boat except on the stringent conditions and the schedule which they originally presented, with full season's pay; an increase to masters of almost 14 per cent on the larger vessels and a much greater increase on smaller boats. also that the mates' wages would be increased so as to give them pay for a full season regardless of when they report for duty.

"The purpose of incorporating the Lake Carriers' Association, which does not own or indirectly operate vessels, was to enable definite arrangements to be made, fair and equitable throughout, with the various kinds of labor employed in operating the vessels. It was so organized in the confident hope that the men and their various organizations would be equally fair, and would also recognize with us that the interests of the employer and employees are one and inseparable; and that in working out the problems involved, the representatives of the various organizations would bind their organizations as the Lake Carriers' Executive Committee does bind the lake carriers.

"The hope was that the cool judgment of both sides, under conditions apparent to all, would coincide and result in better conditions to all concerned. This hope has so far been disappointed in only one instance, and the present deadlock results from the demands of the Masters' and Pilots' Association for higher wages and more onerous conditions than have ever obtained on the lakes. On the part of the lake carriers we have offered the wages of last season, with the assurance that all members in the association this year would pay the standard lake carriers' wages of last year. The lake carriers can only lament a condition by which an average crew of about twenty-three men, by virtue alone of their government licenses, are tying up the entire business of the lakes, and these including the men trusted as the personal representatives of the owners, vested by law with high and responsible powers; action which is stopping wages to the amount of many thousands of dollars each day to the vessel crews, and said to deprive not less than one hundred thousand men of employment in the various branches connected with the traffic.

"The Lake Carriers' Executive Committee feel that they have sought in good faith to avoid this condition by every consistent and reasonable endeavor.

W. LIVINGSTONE,

President Lake Carriers' Association."

In reply to the above, the Masters' and Pilots' Association issued the following:

"The communication given to the press by Mr. Livingstone calls for an answer on my part. No one knows better than myself the love of fair play of the American public, and I feel satisfied that were existing conditions known by them, they would say that the masters and pilots are asking for nothing but what is right, and this stigma of tying up the lake commerce is at their door and not ours.

"In the first place, we were to have an early meeting with them in the spring, but instead it was delayed until nearly time to start some of the boats; and since our first meeting with them, they have done all in their power to delay matters and not come to an agreement. If the season could be shortened and a better demand created for their boats so as to make higher rates possible, the vessel owners would like the struggle prolonged, with a possible exception of Mr. Colby and Mr. Sheadle, and had we only these two men to deal with, or were the other men as fair-minded as they, there would be a chance of an agreement.

"The interest of the Steel Trust and Cleveland-Cliffs Company are so different from those outside owners that the latter gentlemen are tickled to death to see these large corporations putting up a fight from which they expect to reap the benefit, and in one sense I do not blame them, for to a certain extent their existence depends in a large measure on the patronage given them by these same large corporations.

"Mr. Livingstone says: 'The masters and pilots are asking for a raise in wages. As a matter of fact, we are only asking for a small portion of what should have been ours years ago. He quotes \$1900 as a season's salary, when in reality that was only paid on the very best and largest steamers. In a great many cases \$1000 and \$1200 were paid, just about what you would pay a policeman. He says in the face of a very dull season, nothing to carry, etc., and if such were the case, where comes all this hue and cry? Of all the freight to carry I will go on record as saying that never in the lake history has there been such an urgent demand for up freights, viz., coal, and the down freights will be ample to care for every one. If the vessel owners see fit to carry it at a losing figure, that is their own business. I would suggest that these gentlemen use their tactics and leave their boats at the docks until living freight rates are obtained. They never have had unity enough to accomplish this, but they have been united enough in agreeing to reduce provision bills, wages, etc. I, like Mr. Colby, am tired. Am tired of listening to Mr. Livingstone's tale of woe and poverty, and the bad outlook to poor vesselmen, and the low freights, etc.

"Now, I will ask how can the poor owners of the little lumber barges pay our wages and live up to our conditions with the difference of about \$200 to \$400 in a full season's wage account against that of a 5000 ton steamer, or please explain how a little old wooden boat with a carrying capacity of about 1200 or 1500 tons can pay us these wages and make no kick about it. Those owners are not controlled by the Lake Carriers' Association, and their business is in their own hands. I can quote you the names of twenty gross freighters that pay the wage that we have asked, and these same wealthy owners of large fleets, of course, cannot afford it. This talk of poor judgment is all bosh. We have arrived at a point where patience ceases to be a virtue, and, as I said a week ago, we wanted a uniform wage scale at a living rate, and we have already spent about \$3000 in bringing our committee to Cleveland several times, and we have taken the taunt from Mr. Livingstone that it was us that asked for a conference, which I certainly did in order to arrange peace if possible. We are now at the stage where they will have to either as individuals or as an association, approach us. Our members are, to say the least, an intelligent body of men, and what is far more, they have the strength of their convictions.

"This executive committee went to their respective harbors and did just as they agreed to, viz., recommended the acceptance of the proposition. This of course was accepted by the different harbors with an ounce of allowance. Right here in Cleveland, the gentleman that represents the local harbor spoke for fully fifteen minutes in favor of its acceptance, and his voice was just the same as dropping a cup of milk into Lake Superior in an effort to change its color.

"Now, before concluding, I would say that Mr. Livingstone is like myself, a salaried man, only that he probably receives two or three times as much for his services as I do, and that before he commences to throw mud or gets the association which he represents any deeper in the mire, he had better stop and think. Our association is ready to make terms with any individual owner; but owners that are controlled by the Lake Carriers' Association will have to depend on that body legislating for them.

"In Mr. Livingstone's reference to the satisfactory contracts that he has made with the five other unions, if these gentlemen are kept on the anxious seat much longer, the Lake Carriers' Association, in my opinion, will be called upon to make some increase in their scale."

PAUL HOWELL, *District Captain A. A. of M. and P. of S. V.*

With a view of having the parties renew friendly negotiations and if possible settle their differences, the Secretary called on the official representatives of each Association at Cleveland, and proffered the good offices of the Board, both of whom declined our services, neither desiring the assistance of any third party. We also invited the Cleveland branch of the national Civic Federation to co-operate with us in our efforts, but were pleased to learn that a committee representing the Federation was at that time in communication with the parties endeavoring to adjust the trouble. The Board tendered its service to the committee and held itself ready to render any assistance that might be required.

The representatives of the Civic Federation held several meetings with the lake carriers and masters and pilots, and labored earnestly to bring about an understanding between them, but without success. During the progress of their work, they received from each side a detailed statement of grievances and the causes leading up to the strike, copies of which were furnished to the Board, and which are herewith submitted.

STATEMENT OF THE MASTERS AND PILOTS.

American Association of Masters and Pilots of Steam Vessels. District No. 2.

CLEVELAND, OHIO, May 23, 1904.

SAMUEL MATHER, ESQ., *President of the National Civic Federation, City.*

DEAR SIR:—As agreed upon in our conversation (by phone) on the 21st inst., to furnish you in writing the causes leading up to the present deadlock between the Lake Carriers' Association and the American Association of Masters and Pilots of Steam Vessels, I will endeavor to give you as fair a statement as possible from our side of the controversy.

The Masters' and Pilots' Association in this district contains about 3100 members, all of whom hold government licenses to operate steamers of all sizes and all classes on the Great Lakes. Its greatest growth has been in the last few weeks, and this growth can be explained by the abuses that have been heaped upon the

master by the under graduates of these large lake corporations, and also by the wide difference existing in the wages paid in the same class boats, in identically the same trade, and other objectionable conditions which wanted rectifying.

One of the most flagrant abuses of last year was the case of the Steamer "Northern King," whose captain was dismissed unjustly. The matter was taken up by the Association with the result that after keeping the boat at the dock for two weeks in the vain attempt to get a crew for her, the captain was reinstated without loss of time, and now in our meeting with the Lake Carriers' Association, it is admitted that the Captain should not have been discharged; as an individual, this captain would have been helpless to accomplish anything, but with our Association to help him, he got his just demands.

In the month of January of this year, our Advisory Board met, composed entirely of captains, most of them men in active service. A wage scale was drawn up, and some conditions asked for, which was to be presented to the Lake Carriers' Association when we met them. These conditions after a great deal of discussion were finally almost covered, but when we came to the wage scale they would not accept ours. When asked for one from them for consideration they agreed we should have one, but instead of giving us one the next morning, they presented us with a proposition recommending their members to pay the same wages paid last year, or in other words simply recommend that Mr. So and So give his captain \$1200.00, and Mr. So and So pay his captain for just the same kind of boat and the same conditions \$1900.00. This was referred back to the different harbors and was of course almost unanimously rejected. As they gave us no wage scale to consider, this deadlock of course followed.

They have legislated the captain out of his authority on board ship, by every power they could command. They say to the master, "you must not put this man to work for a period of over six hours, unless you pay him \$0.25 an hour overtime," and then instruct their masters not to have any overtime charged on the trip ship, a polite way of saying, "if there is any extra work to do, you and your mates do it." They follow this policy clear down from the chief cook to the deck hand, and then they will say the master is "monarch of all he surveys." You can readily conceive the kind of "monarch" he is under these conditions. We wanted, just for a safeguard against any further trouble, that they would give the master the right of appeal, but this they objected to, and, although this appeal is something that every citizen of our free country has, we for the sake of peace passed it by.

From the first they have shown this disposition to endeavor to divorce the captain from his brother officers. They want to deny him the privilege of associating himself with his professional conferees, whilst they themselves are banded together in order to be in position to tie up the lake fleet, so that a short season will be the outcome. They won't come out and say it is a conspiracy on the part of the individual owner to get a higher freight rate, but that is the short and long of it. This is certainly no secret in marine circles.

Now, about the wages of the master and mate, we will take the mate first. Can you expect this gentleman to work for a season of six months and help thereby to hold up the freight rates, and work at the same monthly rate as if he were provided with nine or ten months' work? This mate has attained his position only after many years of active service. He used to be able to get work in a shop or something else, for the winter months, but under the existing conditions of unionism he cannot get anything but his profession to work at, and this body of men are not like gypsies, a floating population the year around, they only float whilst paid for it. They are a credit to any portion of the country that they are raising their families in, and you must expect to give them compensation enough for their labor to at least exist. In case of the captain, does your honorable body

think that \$2250.00 is too much for a man sailing a great big steel boat, with the money value of vessel and cargo nearly a million dollars, possibly towing a large barge of the same size and nearly the same value, upon whose good judgment and in lots of cases the hearty co-operation of both his mates depends the safety of these two boats. The matter of going a little too slow, or a little too fast, in a great many cases means disaster, or you get caught in a tight place with a strong current running, and in less than two minutes a fog comes up so thick that you cannot see the smoke stack, it all depends upon the good judgment of these men whether they come out all right or not, and hundreds of these trying positions come up every day, and nowhere in the world do these same conditions exist. No wonder the underwriters hold up their hands when you talk of hunting up a lot of antiquated fossils to sail these boats. I must say that any owner that would ask his master or mate to break his obligations to our Association in order to further his own selfish interests must certainly have a poor idea of the stuff these men are made of.

One of the most forcible arguments that could possibly be presented is: How is it that a little boat carrying 2000 tons pay us our wage scale and conditions asked, and other corporations with big boats cannot do it? We have over one hundred and sixty (160) lumber boats under contract, also forty (40) of these iron ore, grain, and coal carriers, making a total of nearly two hundred (200) boats under contract.

There are a great many other abuses that we have had to contend with, but at the present stage of the game it would be unwise on my part to make them public, or to make the situation any more acute than possible. I want it thoroughly understood that if the Lake Carriers want to make terms with us, that we stand now as we have all the time, ready to do.

We fully realize the situation, we certainly regret greatly the existing conditions, and no one more than myself deplores the fact that hundreds of thousands of my fellow countrymen are in enforced idleness, with its attendant hardship on their families, through the action of the Lake Carriers' Association in causing this deadlock.

Respectfully yours,

PAUL HOWELL, *District Captain of District No. 2, A. A. of M. and P. of S. V.*

STATEMENT OF LAKE CARRIERS' ASSOCIATION.

"We readily give our position and reasons for having decided finally our unwillingness to negotiate with the Masters' and Pilots' Association, or submit the matter to any arbitration, or should it come to that point, to other than the established and specially authorized government tribunals in control of this service. The masters occupy a unique position to the government, the owner, and the public. There is no principle applicable to any other class of skilled or unskilled service which is in any degree applicable to them when we reach the question of service under their certificates and special privileges accorded them thereby, and the law merchant fixing the duties and responsibilities of the vessel, the master, and the owner.

"As this Honorable Committee may not have had occasion to consider these relations, we beg briefly to state them. Congress has placed the merchant marine of the United States, its instrumentalities and the owner, and the licensed officers under inspections, limitations and restrictions upon the free use of private property as shown in Title 52 of the Revised Statutes to the extent that this is all regarded as a quasi public service. In connection with the system of examination and license and for the protection of life and property afloat, it is made unlawful to employ any person or master or watch officer who is not licensed by the

government inspectors. To these licensed officers Congress first requiring that they be native born or fully naturalized citizens has provided that they be exempt from draft in time of war except in service as authorized under their license, in that case receiving the highest rate of wages paid for similar service with right of pension. Before receiving a certificate such officer must take an oath:

"That he will faithfully and honestly according to his best skill and judgment *without concealment or reservation* perform all the duties required of him by law."

"And to guard the performance of these duties from outside interference Congress has provided that:

"No state or municipal government shall impose upon pilots of steam vessels any obligation to procure a state or other license in addition to that issued by the United States, *or any other regulation* which will impede such pilots in the performance of duties required by this title."

"Evidently in so placing the officers so licensed in commanding position it was not intended that this body of men by virtue of the special privilege should he be permitted to impose other conditions, limitations and restrictions beyond those of the government, because Congress further provided:

"If any licensed officer shall, to the hindrance of commerce, wrongfully or unreasonably refuse to serve in his official capacity on any steamer, as authorized by the terms of his certificate or license;"
 'or shall fail to deliver to the applicant for such service at the time of such refusal, if the same shall be demanded, a statement in writing assigning good and sufficient reasons therefor;"
 'or if any pilot or engineer shall refuse to admit into the pilot house or engine room any person whom the master or owner of the vessel may desire to place there for the purpose of learning the profession, his license shall be revoked,' etc.

Sec. 4449 R. S.

"Further illustrating the general relation of licensed officer and owner under the Statute is the opinion of the Attorney General of October 19th, 1902, and published as Treasury Decision No. 24,000. He said:

"That licensed officers constitute a special service, peculiarly related to the government, if not *of* the government, it is evident not only from irresistible conceptions drawn from the entire body of these laws, but from such provisions as the Act of May 28th, 1896, amending Section 4131 R. S., and adding other provisions. This law brings out very clearly the inter-relations of the government, vessel owners, and the skilled men employed on board vessels, and the way in which benefits and privileges, on the one hand, and burdens and restrictions on the other, inter-depend among the different interests, by the requirements that a vessel shall be wholly owned by a citizen of the United States, or a corporation created under the laws of a state, and that all watch officers, including engineers and pilots, shall be native born or fully naturalized citizens; and by the exceptions from liability to draft in time of war, and by right of pensions conferred, based upon the duties performed under the license in the military service of the United States. Consequently, in whatever way investigation of owners or employes may arise, since full opportunity for review of administrative proceedings and action is given, and the more serious charges must go to judicial trial,

the suggestion is reasonable and logical that no other allegiance of owners or possible associates, or of licensed men to labor organizations, can interfere with the different measures of control over them, respectively, justly exercised by the government.'

"While the foregoing applies to all licensed officers the relation of the master to his ship is that of a general agent with possibly the broadest powers known in the law of agency. He is the responsible representative of the ship and owner, with power in case of necessity and unable to communicate with the owner, even to sell the cargo or the ship herself, for the proper exercise of whose judgment in this respect the owner is responsible, and his declaration or admission made during the term of his employment is binding upon the ship and owner to the fullest extent.

"The Supreme Court of the United States defining this power, said:

"The master of a ship is the person who is entrusted with the care and management of it, and the great trust reposed in him by the owners, and the great authority which the law has invested in him, require on his part, and for his own sake no less than for the interest of his employers, the *utmost fidelity and attention*.'

186 U. S., 1-9.

"And in an early case (1 Wheat., 503) Mr. Justice Story said:

"The master of the ship is the confidential servant or agent of the owners, and they are bound to the performance of all lawful contracts made by him, relative to the usual employment of the ship and the repairs and other necessities furnished for her use. This rule is established as well upon the implied assent of the owners, as with a view to the convenience of the commercial world.'

"While, pursuant to the purposes of our Association and in the interest of public service, we have endeavored to deal with the Masters' and Pilots' Association, we have, on fullest consideration, and as a result of our experience and our attempts, reached the conclusion that it is impossible and contrary to all the necessities, to deal with the masters through an authorized organization in which they are associated with subordinates who outnumber and can outvote them; and oath-bound to rules and provisions and regulations beyond and inconsistent with the rules prescribed by the government, and the full and fair performance of their duties to the ship and owners and to the public.

"The Lake Carriers' Association does not own, operate, manage or direct any vessels. It was originally formed as a purely voluntary association, with various committees for the principal purpose of commanding the combined efforts of the Lake interests for the necessary improvements of channels, establishment of light houses, life-saving stations, and similar objects.

"As employees of ships other than the executive officers, as well as others related to the trade, were in their respective classes of work organizing themselves into unions, the committees of the Lake Carriers' Association were given authority to deal, on behalf of its members, with committees of such organizations, with the general purpose of securing more prompt and uniform, and so on the whole more satisfactory, results than might be otherwise expected. As the Lake Carriers' Association, so constituted, depended on the annually renewed subscriptions of its members, and convenience required the holding of their annual meeting late in the winter, by reason of the development of organizations among employees, something over a year ago we incorporated, trusting that a stock-holding member-

ship in which a member would continue until definite withdrawal would give a stability helpful in dealing with these questions in the concrete.

"Omitting the other expressed purposes of the Association, a chief purpose was in the terms of charter :

"To establish and maintain, by contract or otherwise, such amicable relations between employers and employed as would avoid the public injury that would result from lockouts or strikes in the lake carrying service; to provide for the prompt and amicable adjustment of matters affecting shipping and the interests of vessel owners of the Great Lakes and their connecting and tributary waters, etc.'

"So much is said for the purpose of indicating the spirit and point of view from which the Lake Carriers' Association approaches these questions.

"In approaching consideration of the present situation it is necessary to present briefly the results. Various unions of those employed on or about the ships met with the Executive Committee of the Lake Carriers' Association preliminary to the lake season of 1903, and, after such difficulty as might be expected in inaugurating some definite system, entered into arrangements with them, and it is sufficient here to say that, while there was friction and more or less difficulty with some, on the whole those arrangements were carried out in a manner fairly satisfactory.

"Our first contact with the Masters' and Pilots' Association was during the meeting of the Lake Carriers' in Detroit that winter, when Capt. Charles E. Naythen, of Buffalo, announced the obtaining from the American Association of Masters and Pilots of Steam Vessels of a charter for the Great Lakes, designated as District No. 2, with Capt. Naythen as Captain of the District. He asked for a meeting on behalf of his organization, and presented various propositions involving the dealing, through his organization, with the masters and mates. The larger steamers carried two mates; the smaller, one. This at the time was regarded and stated by our committee as involving the very grave considerations hereinbefore stated arising from the relations of the master, and, by mutual arrangement, further conference was deferred. Shortly before March 26, 1903, Capt. Naythen, pursuant to this arrangement, came for a conference. He was asked to assemble a representative committee of the masters, which he said he would gladly do, and the conference was postponed for three days accordingly. Nevertheless, in that interim Capt. Naythen issued a strike order to the captains and mates then on their boats to quit work. When his delegation appeared our committee declined to negotiate by reason of the strike order, and next day the committee came back, accompanied by Capt. John C. Silva, of Boston, Grand Captain of their organization, who emphatically stated that the strike order was improvidently issued, and rescinded the order. Thereupon the conference proceeded, and our committee raised the question of the responsible position of the master in fact and in law, and the difficulties to be apprehended from such responsible personal representative of the owner, being associated with subordinates. Capt. Silva, still apologizing for the strike order, stated to our committee that the purpose of their organization was to elevate socially and professionally the members, to bring these executive officers into closer and higher relations with their employers, and admitting the undesirability from every point of view of attempting to deal with so important a representative as the master through a union, stated that the master should by virtue of his position and power deal individually with the owner, that the spirit of their organization was opposed to anything in the nature of strikes, and said, 'Let us be regarded, if you please, as on probation this year, and when we come together in conference next year for the betterment of the service I assure you it

will be in the nature of a love feast.' Whereupon the meeting adjourned, with the best of feeling on both sides.

"During the season of 1903 serious difficulties arose. Without burdening this paper with instances, we may refer to the case of

"THE STEAMER STATE OF OHIO. This is a passenger vessel, on a nightly route. Shortly before her leaving hour, 10:00 P. M., her mates demanded larger pay, and declined to go with the boat, nor were the managers of the line able to secure other men in their places. The President of the Lake Carriers' Association, Mr. William Livingstone, was in Cleveland; and an Executive Committee meeting was to be held the next day. Mr. Livingstone requested the local representatives of the Masters' and Pilots' Association to permit the men to go on their vessel, which had booked a large number of passengers and had perishable freight, with the assurance that the matter would be taken up and properly adjusted the next forenoon. Such local representative not only refused to do this, but the steamer was unable to leave port, the fares of the passengers had to be refunded, and the steamer was compelled to remain here, thereby not only losing a trip, but seriously embarrassing the operation of the line.

"THE STEAMER JOHN N. GLIDDEN: Another experience was the case of the small steamer John N. Glidden. This steamer was paying, through a misunderstanding, \$100 per month, to her mate, while in general the vessels of her size and class were paying \$90 per month. The question was raised by somebody, and the manager of the Glidden reduced the salary of the mate to \$90 accordingly, which Capt. Naythen agreed with the owner was the proper rate; with the result that the Masters' and Pilots' Association took the position that the mate must be paid \$100 per month, and in addition the steamer must carry a second mate, which was not necessary, not required by law, nor customary in a vessel of that size. The freight market was weak, her owner decided to put the steamer out of commission, which he did, as she could not pay her running expenses. Some time thereafter, the mates employed on a large steamer of the same management announced they were not well and could not go with their ships, and it was intimated, through the management, that the mates of other steamers in this line would be afflicted in the same way as quickly as they reached port. The manager was informed if the Glidden were put in commission, the chief mate receiving \$100 per month and a second mate employed, the captain and mate paid full wages for the forty-four days the boat had been out of commission, she would be permitted to operate, and the mates on the remaining steamers of his fleet would so convalesce as to enable them to resume their duties. In order to keep in operation his larger steamers, he complied with all their demands, and the incident so closed.

"RAE-CLEMSON INCIDENT: The next serious difficulty arose later in the season—The Clemson-Rae incident. Captain Wolvin, manager of the Pittsburg Steamship Company, which had seventy steamers and more than one hundred vessels all told, brought out for another company, of which he was also manager, the steamer D. M. Clemson, to which he appointed as Master Captain Rae, who had sailed in his employ for many years, but was not a member of the Masters' and Pilots' Association. Much could be written of this incident. The facts briefly are as follows: As the steamers of the Pittsburg Steamship Company and the steamers of the other fleets managed by Captain Wolvin reached port the mates, members of the Masters' and Pilots' Association, announced their inability, through ill-health, to continue in the performance of their duties, resulting in the complete stoppage of all the steamers managed by Captain Wolvin, who was notified that if the

captain of the steamer Clemson was discharged and a member of their Association put in his place there would be no further difficulty, but that under no circumstances would they permit the master of the Clemson now to become a member of their Association; furthermore, it was announced and put in effect that executive licensed officers would not serve on any steamer owned or managed by outside parties which towed a barge belonging to the Pittsburg Steamship Company. In the interests of trade, and to prevent the entire stoppage of all lake interests, the point was yielded, the non-union master of the Clemson was deposed, and so this incident closed.

"Before the close of the season of 1903, Capt. Maythem issued an order to the masters that they should not make any arrangement with their owner until after the Masters' and Pilots' Association, through its appropriate machinery, should deal with the Lake Carriers' Association, and, so far as we know or have learned, that order has not yet been revoked.

"This is a brief statement of experiences with the Masterse' and Pilots' Association in 1903, and introduces the negotiations which have been attempted with the organization for the season of 1904.

"The Masters' and Pilots' Association, with others, applied for or suggested conference at the last annual meeting of the Lake Carriers' Association, at Detroit. The conditions of trade at that time was unusual and were so understood and regarded by all. No sales of ore or coal had been made, no prices had been fixed, no rates of freight had been established, and no charters made; all of which, coupled with the unusually severe winter, compelling a late opening of navigation, persuaded all that it was for the best interests of the whole to defer action until conditions had so developed as to enable all to act more intelligently on the situation. Later, the matters were taken up, and, without arbitrary selection by the Lake Carriers' Association, we went into conference with various organizations, through their representatives, and made working arrangements with the Marine Engineers, Firemen, Oilers and Water Tenders, the Seamen's Union (for the wheelmen, watchmen, seamen and deck hands), and Marine Cooks' Association (for the stewards and their helpers), and also with the Grain Shovelers' Association, the wage rate in no instance exceeding that of last year, and in many instances with conditions mutually more satisfactory. In due course, we took up negotiations with the Masters' and Pilots' Association.

"Captain Maythem, with his advisory council, appeared before our Executive Committee and stated that, with the exception of one or two points in their proposition on all other things, his committee had full power and authority to act for his Association. They handed him their proposition, copy of which we herewith present to you. In dealing with labor organizations, experience has taught us that the first things to be discussed are the conditions presented, so that it can be definitely determined what service is going to be rendered before the question of remuneration is taken up. If you will turn to their proposition, you will find on the fourth page the second clause, which reads:

"The season shall commence when the masters are ordered to report for duty on their respective steamers, and end when their respective steamers are laid up for the winter months. Should the master be required to load or unload such steamer or to look after repairs on such steamer, it shall be the duty of such master to do so without extra compensation other than expenses incurred, such as transportation or hotel expenses, such duties to be confined to the steamer that he has been employed on during the sailing season. Furthermore, the master

shall be entitled to a full season's salary, unless he is discharged for cause, which will be investigated by a committee, to be selected from the owners or agents and the directors of the advisory board; and if such cause shall be held to be right then the master shall not be entitled to a full season's salary, but to be paid pro rata, as follows: The season to be divided on the basis of nine months being a sailing season.'

"In connection with this we would like to call your attention to the fifth section, on the same page, namely:

"The masters shall have the right to employ their mates or pilots on all steamers.'

"We immediately went into a lengthy discussion to find out just what was running in the minds of the masters and pilots when they incorporated the clause:

"The master shall be entitled to a full season's salary, unless he is discharged for cause.'

"They replied the sum and substance of their contention is, that in case a captain was discharged and arbitration should be had to determine whether the captain was discharged for proper cause, that if this arbitration decided that the captain was unjustly discharged he should be reinstated without any loss of pay, and if the arbitration approved the discharge the pay should be at the rate per month of one ninth of the season's wages for the time he served. Our Executive Committee again presented our contention, that, as the master of a ship is the person who is intrusted with the care and management of it, and the great trust imposed in him by the owner and the great authority which the law has vested in him requiring on his part and for his own sake, no less than for the interest of his employers, the utmost fidelity and attention, we could not permit any board of arbitration to determine whether the captain as the confidential representative of the owner was performing his duties satisfactorily to the owner or not; that this was a matter that must be left absolutely between the manager and his captains. The Masters and Pilots finally waived the prescribing this right of appeal in their proposition, but in doing so stated that the boat owner would have to run the risk of the action of the individual members of the Masters' and Pilots' Association in securing a new captain, that with the right of appeal which they demanded in case of a discharged captain and the arbitration committee finding that the discharge was for proper cause their Association would undertake to furnish another captain satisfactory to the owner, but, without this right of appeal, they would not be able to force any of their members to sail a boat from which a captain had been discharged. When asked by the Executive Committee whether this was a threat that, in case a captain was discharged, no member of their Association would take his place, they replied, 'No;' that they did not make any threats, but they could not guarantee to interfere with the individual action of any of their members in refusing service on any boat from which a captain had been discharged, and it might be that their individual members might see fit to refuse to serve on any boat in the same line or same ownership of the boat from which the captain had been discharged. You will also note that the captains asked for the right to hire and discharge their mates. This is as it should be, for the reason that the mates are the subordinates of the captain, placed there on the boat to carry out his orders, and in the event that their services are not entirely satisfactory to the captain he should have the right to discharge and replace them with others that

are satisfactory. We understand, however, that in their Association there is a provision among themselves for the protection of the mates, where, in case one is discharged, an investigation is held by their Association and in case the decision of their Association is that the mate was unjustly discharged the captain, under their rule, is obliged to reinstate him.

"The Executive Committee had knowledge of a circular letter, which had been issued by the Masters' and Pilots' Association, on April 15th, which is as follows:

" 'CLEVELAND, O., April 11, 1904.

" *To the Officers and Members, Detroit Harbor 47.*

" 'BROTHERS:—The following resolutions were unanimously adopted by the Board of Directors at their last meeting, held in Cleveland April 8 to 11, 1904:

" 'That all classified steamers, as per wage scale, operated during the season of 1904 shall pay a full season's salary to her forward deck officers.

" 'That no member of this association who is not working under his license at the present time shall accept any position under such license until such time as he shall receive permission to do so by the district captain and Board of Directors.

" 'That all masters who laid up a steamer in 1903, unless they were notified before January 15, 1904, that their services were no longer needed, shall, if the steamer be operated in 1904, be reappointed as master of said steamer or a steamer in the same class or better for the season of 1904.'

" 'CLEVELAND, O., April 12, 1904.

" *To Detroit Harbor, No 47.*

" 'BROTHERS — This letter is authorized by the Board of Directors, now in session at Cleveland, for the purpose of explaining the letter containing resolutions as passed by the Board of Directors, and already sent out to all the subordinate harbors. From information and evidence presented before the Board of Directors, it was plainly and clearly shown that:

" 'First — That there was a movement on foot to separate the mates and masters in this Association, thereby making a split in our ranks.

" 'Second — That the vessel owners have, by their actions, evidenced no desire to recognize this Association, but, on the contrary, by every means in their power made known their decision to treat with each master separately and individually. Therefore, it was deemed best for the best interests of all that no boats should be allowed to be operated until such time as the various owners recognized this Association.

" 'Third — That as there was some feeling of unrest and uncertainty among our members as to their standing and chances of employment with owners and lines by whom they were employed for the season of 1903. Therefore it was deemed best to make the ruling that all men not notified previous to January 15, 1904, should have same steamer, or a better one, for the season of 1904.

" 'Fraternally yours,

" 'CHARLES MAYTHEM,

" 'District Captain.'

"We asked the Committee of the Masters' and Pilots' Association if they intended to carry out the resolutions that all masters who laid up their steamers

in 1903, unless they were notified before January 15 that their services were no longer needed, shall, if the steamer be operated in 1904, be reappointed as master of said steamer, or a steamer in the same class or better for the season of 1904. The only reply we were able to get was: 'You will see about it.' We finally got down to a discussion of the wage scale. Their proposition provided for an increase of wages on the largest coarse freighters, of about 14 per cent, and on some of the other class of tonnage a much higher percentage. We also took up with them the question of classification, and explained to them that, by reason of the different services in which the boats were engaged, the difference in their capacity—some steamers having tows and others not—that it was impossible for them or for us to make a classification along arbitrary lines that would be fair; that this was no year to advance wages, as all branches of labor were aware of the poor business outlook and we should look for a reduction rather than an increase, but finally, in order to close the matter up, we made a counter proposition on the wage scale, to pay the same wages as were paid by the members of the Lake Carriers' Association last year. The Advisory Committee of the Masters' and Pilots' Association took this under consideration and came back before us and stated that they were in favor of its acceptance and would go back home and recommend it to their harbors. This was the first information we had had that it would have to go back to a referendum vote of all their members. We polled their committee, and each and every one of them said he was in favor of its acceptance and would do all that he possibly could in his harbor to have it accepted."

"In all experience in meeting labor organizations, whenever the committee representing the men unanimously agree that the proposition presented was a fair one, the matter was considered settled. Accordingly Mr. Colby, who was now President and Manager of the Pittsburgh Steamship Company and a member of the Lake Carriers' Executive Committee, notified the Masters' and Pilots' Association that he would send out appointments to all the masters of his fleet of 112 vessels at last year's wages, and instruct them to report in Cleveland on the following Friday, prepared to leave Cleveland that same night to take charge of their boats. This occurred at the final meeting of the Masters' and Pilots' Association on Monday, May 9. He was requested by the committee of the masters and pilots to hold these appointments back for a day or so until the committee could get back to their homes, so as to assure our proposition being accepted, consequently he did not send the appointments out until Wednesday. On Thursday morning District Captain Howell, who had succeeded Captain Maythem in that office called Mr. Colby up over the telephone and notified him that he (Howell) had countermanded that order and that none of his men would report. Mr. Colby asked Howell what was the trouble. He replied, 'Your proposition has been snowed under, and we are going to stand on our original proposition with the amendment that you will have to pay the mates full time from May 1, and if you want to operate your boats you had better come up to this office and sign our contract.' This ended the negotiations between the Executive Committee of the Lake Carriers' Association and the Masters' and Pilots' Association.

"We now turn back for a moment to the circular letter issued by the Masters and Pilots on April 15, in which they set out a resolution adopted April 11, 1904, that all Masters who laid up a steamer in 1903, unless notified before January 15, 1904, that their services were no longer needed, shall, if the steamer be operated in 1904, be reappointed as master of said steamer or a steamer in the same class or better for the season of 1904. In this connection we will ask you not to lose sight of the fact that last fall the Masters' and Pilots' Association issued instructions to all their members that they must not re-engage in any position until directed to do so by their organization.

"On May 13, Capt. Paul Howell wrote to Mr. Wilkinson, the General Manager of the United States Transportation Co., the following letter:

"I am sorry to say that the American Association of Masters and Pilots of Steam Vessels have a grievance against your Steamer Chas. M. Warner, and in order not to delay your boat when you are ready to operate her, I felt that you should be duly notified of our action."

"On the same date a reply was written by Mr. Wilkinson to Mr. Howell, stating that he would be very glad to be advised at once what the grievance was and what action would be required on his part to avoid delaying the steamer, to which Mr. Howell replied on the same day in an autograph letter, as follows:

"Capt. F. A. Graves states he was not notified until March 8th to look for another boat; or in other words not until such time as there was nothing to look for, and the letters from you to Capt. Graves, which are on file in this office, bear out this statement. We have a ruling in our Association that unless a member is notified before the fifteenth of January that his services are no longer required that he shall consider himself engaged for that boat or one as good or better, for the coming season.

"I hope we shall not have to resort to any extreme measures in this case, as this is the last thing I wish."

"The appointment of Capt. Graves to the command of the steamer Warner was made on December 29, 1902, in writing as follows:

CAPT. FRED GRAVES,
Painesville, Ohio.

DEAR SIR:— You are hereby and under the terms of this proposal appointed to the position as master of the steamer Charles M. Warner.

(1st.) Your salary is to be \$1,900 per season, you to pay yourself at the rate of \$8.00 per day.

(2nd.) The contract may be terminated by either party at any time.

Your written acceptance of this proposal, as below provided, will constitute a contract as between the United States Transportation Co. and yourself and on the terms as outlined below.

Yours truly,

UNITED STATES TRANSPORTATION CO.,

(Signed) W. W. BROWN, *Sec and Treas.*

Accepted. (Signed) F. A. GRAVES.

"On March 8, this year, Capt. Graves was advised by Mr. Wilkinson that his services had not been satisfactory and would not be further required.

"On May 14, Mr. Wilkinson, Manager of The Cowle Trans. Co., operating the steamer John B. Cowle, received the following letter from Mr. Howell:

"Allow me to inform you that B. H. Jones has a grievance against your steamer John B. Cowle, and that until this is settled no member of our Association will be allowed aboard said steamer."

"Capt. B. H. Jones was master of the steamer John B. Cowle last year and had a written appointment couched in precisely the same language as the appointment of Capt. Graves which we have given, and on March 8, 1904, Mr. Wilkinson had written Capt. Jones as follows:

"After careful consideration of your services in the Steamer John B. Cowle, for the past year, I have decided that your services have not been satisfactory, and in justice to you we notify you at this time that you will not be re-employed for the coming season.

"This notice is sent you that you may have time before the engagement of the officers by the different companies to obtain a situation elsewhere."

"On May 14, Capt. James Corrigan received the following letter from Paul Howell:

"Allow me to inform you that Capt. John McArthur has a grievance against your steamer Italia, and that until this is settled no member of our Association will be allowed aboard said steamer."

This case is identical with those above quoted.

"We also have a circular letter sent out by Capt. Howell on May 20, as follows:

"It has now come to that stage of the game when this office deems it necessary to instruct each and every member to keep away from the office of each and every owner or agent of lake steamers. This order must be rigidly obeyed.

"I have also to advise you that you are to accept no position under your license on the Orion of Green Bay unless permitted to do so by the District Captain."

"These are but examples of many similar communications besides which we are authentically informed that District Capt. Howell has imposed heavy penalties upon the men for the offense of visiting their owners. Those men who have gone out with their vessels have been expelled from the Masters' and Pilots' Association, and prescribed and assessed a fine of \$3,000 for taking out the ship.

"As long ago as 1893 the question involved here was submitted to the Treasury Department, then the highest government tribunal on these subjects (now under the Department of Commerce and Labor) which ruled that the agreement of licensed pilots to not run over certain rapids in the Mississippi River any steamer piloted by any person who did not belong to a pilot association constituted in effect a conspiracy to refuse to serve as pilots and must be considered to the hindrance of commerce within the meaning of Section 4449 R. S., and for this reason rendered the officers parties to the same justly liable to revocation of their licenses without any further acts of misconduct on their parts.

"And so solicitous is the government in sustaining the efficient services of the merchant marine that the Attorney General has ruled that a licensed officer, when called upon to testify before the inspectors in reference to any matter arising concerning the performance of his or another's duty as such, may not involve the protection of the rule against giving incriminating testimony, saying:

"In short it is not too much to say that the paramount considerations of the good of the service require that a licensed officer shall not be permitted to withhold any information material to any inquiry affecting the service and yet remain a member of that service."

"It was contrary to our better judgment that we, on the promises and declarations of their Grand Captain last year, attempted to deal with the masters through an association which includes subordinates who can outvote the masters, all, as we now learn, oath-bound to restrictions, conditions, and limitations upon the due

performance of their duties. This was on our part attempted in good faith in the vain hope of making some satisfactory arrangement. We submit the foregoing as a full and frank statement of the reasons of our clear inability and our definite and final conclusion not to deal by further negotiation or by arbitration concerning the fundamental basis of efficient service, or in any manner to deal with such questions except as between the owner and his personal representative, the master; and if the matter be heard otherwise, then by the constituted government tribunals, if it shall reach that point."

As will be seen by the foregoing statements, the determination of the Masters and Pilots to secure increased pay, and the final conclusion of the Lake Carriers "to not deal by further negotiation or by arbitration" precluded the possibility of a settlement by the Board or by the Cleveland Civic Federation, and in consequence the strike continued, and the number of those thrown out of employment increased, owing to the closing of one after another of industries dependent upon lake trade.

In the meantime, a number of masters and pilots, acting independent of their association, made contracts with vessel owners, reported for duty, and resumed their vocation. This was followed by other union men making application for their positions, and within a few days thereafter the strike ended; the Masters' and Pilots' Association having abandoned the struggle.

The movement began May 11th, and continued forty days. There is no way of arriving at anything like exact figures as to the number of idle men or the losses entailed by the strike, but those who claim to be well posted estimate that 150,000 men were thrown into idleness and suffered a daily loss in wages of \$375,000.

PLUMBERS, STEAM AND GAS FITTERS.

COLUMBUS.

On Saturday, April 23rd, about one hundred plumbers, steam and gas fitters went out on strike for recognition of the union, improved working conditions, and an increase of fifty cents per day for plumbers, and twenty-five cents per day for steam and gas fitters.

For two years, the Master Plumbers' Association, of Columbus, and Plumbers' Union No. 189, and Gas and Steam Fitters' Union No. 216, had been working under an agreement which expired at midnight on Friday, April 22nd, and as no new agreement was entered into, a general strike was inaugurated on Saturday morning.

Before the expiration of the old agreement, and as provided by it, the representatives of the Masters and Journeymen met together to consider the proposed changes, and although several conferences were held, they were unable to agree. In the meantime, the Board was active in en-

deavoring to promote an understanding between them. The Chairman and Secretary held frequent consultations previous to and after the strike was declared, but neither side seemed to desire our services. The masters talked freely about the situation, and, upon request, furnished the Board with a copy of the agreement submitted by them to the unions, but declined the service of the Board in any capacity. On the other hand, the committee representing the journeymen was apparently reluctant to meet the Board and disinclined to fully inform it as to their position, and withheld their proposed agreement and other facts necessary to enable the Board to act intelligently in the matter, notwithstanding frequent requests were made for such information. It will therefore be seen that the members of the Board were not permitted to exercise their good offices, or to render any service whatever which might tend to an amicable adjustment.

On Wednesday, May 4th, the Board renewed its appeal for a conference between the parties. The committee representing the men expressed a desire for such meeting, and the masters' committee advised us to communicate with the President of their organization on the subject. Accordingly, we sent to the Master Plumbers' Association a letter as follows:

STATE OF OHIO.

OFFICE OF STATE BOARD OF ARBITRATION.

COLUMBUS, OHIO, May 4, 1904.

EDMUND F. ARRAS, *President*,
Master Plumbers' Association,
 Columbus, Ohio.

DEAR SIR:—We regret the unfortunate situation which now exists between the Master Plumbers and the Journeymen workmen, which seriously interferes with the building interests of this city, and desire, as far as possible, to promote an early and amicable settlement of the matters which now divide them.

We therefore earnestly request that the representatives of your Association will meet the committee representing the Journeymen, for the purpose of endeavoring to bring about an immediate adjustment and an early resumption of working relations.

Hoping for your favorable reply, we are,

Very respectfully,

THE STATE BOARD OF ARBITRATION,
 By JOSEPH BISHOP, *Secretary*.

To the above request the Board received the following curt reply:

COLUMBUS MASTER PLUMBERS' ASSOCIATION.

SECRETARY'S OFFICE, NO. 379 E. LONG ST.

COLUMBUS, OHIO, May 7, 1904.

JOSEPH BISHOP, *Secretary*,
State Board of Arbitration,
 Columbus, Ohio.

DEAR SIR:—The Columbus Master Plumbers' Association, at its regular meeting, Friday, May 6, by unanimous vote instructed me to reply to your communication of the 4th, as follows:

This Association will not, in any manner, meet with the Unions or their representatives.

We have repeatedly decided, without a single dissension, that we will not settle with the Unions, but with the men as individuals, and that we intend to operate absolutely open shops.

If your Board does not understand the full meaning of this, we would be pleased to make a further statement.

Very respectfully,

THE COLUMBUS MASTER PLUMBERS' ASSOCIATION,
By D. D. LEWIS, *Secretary*.

The determination of the Master Plumbers' Association to ignore the unions and operate open shops, is further shown by the following correspondence with a general officer of the union who visited Columbus to mediate and, if possible, settle the controversy.

COLUMBUS, OHIO, May 13, 1904.

To the Columbus Master Plumbers' Association.

GENTLEMEN:—Realizing the importance of a resumption of the friendly relations heretofore existing between the employers and the employed, the Plumbers and Fitters of Columbus, to the end that any differences that exist may be amicably adjusted, have authorized me to submit:

First.—That the Journeymen return to the places vacated by them some three weeks ago, on the terms then in vogue, and that they remain in the respective places of employment, pending a reference of the points in dispute to a board of arbitration to be mutually agreed upon.

Second.—That the aforesaid board of arbitration be composed of three members of the Columbus Master Plumbers' Association and three members of the Journeymen Plumbers and Fitters; and

Third.—That should this joint conference committee appointed in accord with this suggestion fail to agree, that they shall be empowered to select an umpire or referee to decide on questions remaining unsettled, subject to the ratification of both parties to the present controversy.

This suggestion is made in the interest of an enduring peace, and, if acceptable, the undersigned to hear from you as early as possible.

Yours most sincerely,

WILLIAM J. SPENCER,
General Organizer.

To this letter, the following reply was given:

COLUMBUS, OHIO, May 14, 1904.

MR. WILLIAM J. SPENCER:—

Replying to your communication of the 13th, our Association has definitely decided that it will not meet with any committee or individual representing the union, and we will deal with the men as individuals, and that we intend to operate absolutely open shops.

Yours truly,

EDWARD F. ARRAS, *Pres.*,
H. M. MUNK,
A. W. REYNOLDS,
D. B. LEWIS,
W. F. EICHENLAUB.

The following is a copy of the agreement presented by the masters to and rejected by the journeymen:

AGREEMENT.

This agreement, made and entered into at Columbus, Ohio, this day of A. D., One Thousand Nine Hundred and Four, by and between the Columbus Master Plumbers' Association, parties of the first part, and the Gas and Steam Fitters of the Local Union No. 216, of Columbus, Ohio, parties of the second part:

WITNESSETH:

It is hereby agreed by and between the parties hereto, that in consideration of the covenants, agreements, etc., hereinafter contained, that the said parties will well and truly perform any and all the conditions hereinafter specified.

First. Commencing 1904, eight hours shall constitute a day's work; from 7:30 A. M. to 11:30 A. M., from 12:30 P. M. to 4:30 P. M., Standard Time.

Second. All journeymen shall be at the job or shop at least ten minutes before time to commence work, so as to be ready to begin actual work promptly on time; he shall also work up his full time before quitting; in other words, he shall work a full eight hours, and all preparations for beginning and closing his day's work shall be made on his own time.

Third. The minimum price paid to journeymen gas fitters shall be \$2.75 per day. Each journeyman gas fitter shall furnish his own tools, except stock, dies, cutter, pump, and guage, and wrenches above eighteen inches. The minimum price paid to journeymen steam fitters shall be \$3.00 per day.

Fourth. No journeyman shall be employed more than six days before making application to Local 216.

Fifth. No member of Journeymen Gas Fitters' and Steam Fitters' Union shall work with or for any firm whose members do not confine their work with tools to the same hours prescribed in Rule First.

Sixth. No member of the Journeymen Gas and Steam Fitters' Union shall work for any one not a Master Plumber, nor for him if his place of business is in this city, unless he is a member in good standing in the Columbus Master Plumbers' Association; and if his place of business is in any other city, unless he is a member in good standing in the National Association of Master Plumbers. This clause shall not interfere with work on Government Buildings,

Seventh. Competent local gas and steam fitters shall have the preference.

Eighth. Each shop shall be entitled to one apprentice for each two journeymen gas and steam fitters employed.

Ninth. All junior gas fitters shall work until they have completed their two (2) years of apprenticeship, after which they shall receive not less than \$1.75 per day. At the conclusion of the third year, they are to receive journeymen's wages.

Tenth. Junior gas and steam fitters shall be employed viz: 1 junior to each 2 journeymen employed.

Eleventh. Each steam fitter is to have one helper, who shall be registered in Local 216. He shall work a period of 4 years as a helper, and one year as a junior steam fitter, with wages not less than \$2.00 per day, after which he shall receive journeymen's wages.

Twelfth. No apprentice shall be allowed to work unless he registers with the Gas Fitters' Union and Master Plumbers' Association.

Thirteenth. All over time to be paid for as time and one-half, except Saturday nights, Sundays, Christmas, Thanksgiving, Fourth of July, Labor Day,

New Year's and Decoration Day, which shall be double time. In cases of emergency, fitters will work not to exceed two hours per day extra for single time.

Fourteenth. Any journeyman fitter working outside of the city, shall work as many hours for a day as is customary, (not exceeding 9 hours), in the locality where building is, and shall be paid his regular wages, with railroad fare and board, and shall be paid for time in transportation. Sunday transportation to be paid as single time.

Fifteenth. All fitters must treat the customers of their employers with respect and courtesy.

Sixteenth. Each journeyman must at all times use his best endeavor to do his best work in the quickest time, any work improperly done shall be made good on his own time and expense. And any material destroyed carelessly by him shall be replaced at his expense. He must be careful in the use of material, so as not to waste it, and must see that it is taken care of while in his care.

Seventeenth. All fitters must send in their list of materials for the following day so the same will be ready for delivery the following morning.

Eighteenth. No journeyman fitter shall do any work on his own account, and if any work is presented to him, he is to present the same to the Master Plumber employing him.

Nineteenth. Any journeyman or junior fitter must at any time do iron pipe work in the way of plumbing, (provided it does not exceed one day), when and where requested to do so by the Master Plumber employing him.

Twentieth. Immediately after the signing of this agreement, the Secretary of each body shall furnish to the other a correct list of its members in good standing, and each Secretary shall at once notify the other body of names of new members admitted, and also names of those who may be from time to time expelled or suspended.

Twenty-first. The above rules to be signed by the proper representatives of each organization, and to be a contract for the period extending from the date of this contract to January 1st, 1906.

Twenty-second. Unless notified to the contrary in writing, on or before thirty days prior to the expiration of this contract, this contract shall continue in full force and effect for the further term of two years.

Twenty-third. The chandelier business not being considered a part of plumbing and gas fitting business, all work on chandeliers shall be done by such employees as the employer may desire.

Twenty-fourth. It is hereby mutually agreed that this contract shall be signed by the President and Secretary of each organization in the presence of the members of the State Board of Arbitration, and it is further agreed that any misunderstanding arising as to the interpretation of this agreement shall be submitted to said Board for decision, which decision is to be final and binding on both parties thereto.

.....President,

.....Secretary.

.....President,

.....Secretary.

Substantially the same form of agreement was submitted to and refused by Plumbers' Union No. 189.

The conflicting demands of the employers and employees may be concisely stated as follows:

WHAT THE MASTERS WANT.

First and foremost open shops, where union and non-union men can work.
The signing of no more agreements with the union.

A minimum wage scale of \$2.75 for gas fitters and \$3.00 for plumbers and steam fitters.

Right to hire and discharge men and conduct their business without being influenced by the unions.

CONTENTION OF UNIONS.

Recognition by the Columbus Master Plumbers' Association of the union, and the signing by the masters of a wage scale acceptable to the unions.

A minimum wage scale of \$3.00 per day for gas fitters, and \$3.50 for plumbers and steam fitters.

A more satisfactory arrangement concerning inferior work and loss and destruction of tools.

In support of their position, the masters issued the following public address:

"Upon the occasion of a strike, the public is usually misled by a number of unauthorized and conflicting statements. For that reason this association makes the following statements, through its officers.

"Under the agreement between the union and the Employers' Association, which expired April 22d, the important feature was the scale; the plumbers were receiving from \$2 to \$4 per day of eight hours, and the fitters received from \$2.75 to \$3.50 per day as the minimum for gas fitters.

"The gas fitters were not permitted to work, and the plumbers were not permitted to work on gas fittings, unless it was one day only on repair work. On new work, it was necessary to have two men in order to put in a gas and water service, when but one man was needed; and other portions of work in the same way.

"During the busy season of gas fitting, in the fall of the year, the plumbers were not permitted to do gas fitting in order to take care of the public.

"The gas fitters insisted on doing chandelier work and the electrical work in connection with chandeliers, although they did not understand the trade, which they were entirely unfitted for.

"During the busy season when they could not furnish men from the union, they would not permit the employers to hire non-union men, but insisted upon the employer getting along the best he could.

"The only condition in that agreement which the union claimed was detrimental to their interests was that they should work for association members only. This did not injure them in any way, as all the shops in the city are in the association except one or two small shops in which the proprietor does the work himself, and does not employ additional help.

"The old agreement also required that there should be no apprentices in a shop unless there were three gas fitters, and then only one apprentice would be permitted; and if there were three plumbers, one plumbers' apprentice would be permitted; but two fitters and one plumber would not be sufficient to put on an apprentice. So that each employer was allowed only one apprentice for each three mechanics employed in a particular line, either fitting or plumbing.

"With all these detrimental features the Employers' Association was willing to renew this old contract for a further term of two years, for the sole purpose of not interrupting the building trades at this time. The union was notified to this effect in writing.

"They answered, refusing to renew the old contract, and submitting a new one with an increase of 50 cents per day, which would mean \$4 and \$4.25 for the best mechanics, prohibiting the employment of apprentices, and a number of other regulations which would not permit the employer to operate his own business.

"In answer to this, the Association submitted a new agreement overcoming the above-mentioned unfair regulations of the old agreement, and supporting the old scale. This the union refused to accept, and after five meetings with their committee the employers notified them in writing that, unless the agreement as submitted was signed by midnight of April 22, they would operate open shops, giving equal opportunity to every American citizen. Giving the American boy the right to learn a trade; permitting the man with his capital invested to operate his own business, paying the men all that they are worth, and preventing further impositions on the public in the way of strikes and increased prices, which at the present time are injuring business all over the United States.

"With the above statement we submit our position to the public, with the understanding that we will make no other statements or replies, and will deal with any members of the union as individuals.

COLUMBUS MASTER PLUMBERS' ASSOCIATION,

EDWARD F. ARRAS, *President*,

DANIEL W. LEWIS, *Secretary*,

HIRAM M. MUNK, *Financial Secretary*,

LEVI F. KNODERER, *Treasurer*,

WILLIAM F. EICHENLAUB, *Sergeant-at-Arms*.

A few days after the masters published the above statement, the journeymen issued the following:

"Upon the occasion of trouble between employers and employes the public is usually misled by a number of unauthorized and conflicting statements, and for that reason the committee of the Journeymen Plumbers and Gas and Steam Fitters make the following statement:

"In the first place this is no strike; it is a lockout pure and simple. If the labor committee of the Master Plumbers' Association had dealt fairly, there would have been a settlement reached. At the third meeting of the committee, the labor committee of the Master Plumbers' Association refused to talk on the subjects in dispute, because the committee of the locals No. 216 and No. 189 had not full power to act, whereas they claimed that the Masters' committee had such power to act. This was reported back to the unions, and full power to act was given the union committees. At the last meeting held, it developed that the labor committee of the Master Plumbers had not full power to act. On Thursday, April 21st, we submitted a proposition, and the Master Plumbers' committee could not act on the proposition, but said they must report back to the Association.

"The answer to that proposition we received Friday evening following, about 6 o'clock. In the meantime, the unions had called a special joint meeting. The answer was in the form of a letter stating that if the accompanying agreement was not signed by midnight, all communications would be cut off and that would be the end. The document that was sent for signature was a stunner. There is not a man living with a particle of self-respect or manhood or pride who would sign such a document as we were asked to sign between 8 o'clock and midnight of that night. It was an insult to American citizenship.

"We offered even then to submit the points in dispute to a board of arbitration and the answer is injunction. They have succeeded in importing some foreigners, one American, and some of the riff-raff of Pittsburg. They have had these locked up and guarded night and day, and they have been fed and watered by

the association. This is the sort of men the Master Plumbers' Association are getting to work in the homes of Columbus citizens. They are not mechanics, and most of them cannot understand our language.

"The injunction has strengthened our men and made them more determined than ever to hold out."

Soon after the strike was inaugurated, the Masters imported a number of non-union men to take the places of the old hands, and whom they declared were interfered with and threatened to such an extent that it became necessary to apply to the courts for protection, and which led to the injunction referred to in the above statement.

In answer to these charges, the union committee asserted that the old hands had not interfered with or intimidated the new men; that they had never countenanced violence, and that none had been offered or would be attempted. They further say that they have made every effort to settle the differences, even going so far as to offer to return to work at the old scale and under the former conditions, and to arbitrate the matter, but that the master plumbers threw every possible difficulty in the way of a settlement. They also claim to be on good terms with their employers and desired a conference and settlement of the strike, and if the master plumbers would meet and deal fairly with them, a prompt and satisfactory understanding would be reached.

The order of the court was far-reaching in its effects and forbid the strikers from following, threatening violence, blacklisting, fines, suspension, or in any other way, or by any other means, preventing the men from working, or inducing them to stop work, or from congregating about the company's plant, from picketing, or in any manner interfering with the premises or business of the employers.

The masters continued to increase their working force by bringing in non-union men from other places, and in addition they secured the services of quite a number of old hands, union men, who gave up the strike and returned to work.

As already stated, neither the masters nor the journeymen desired the services of the Board, or would accept its good offices. The members, however, kept in touch with the situation, and held themselves ready at all times to render such assistance in promoting a settlement as circumstances might permit.

There was no substantial change in the conditions until about the middle of July, when the representatives of the men requested the Secretary of the Board to arrange a meeting for them with the master plumbers. We called on several of the leading employers, all of whom refused to recognize or deal with the unions, but expressed a willingness to meet with their old employees. This was made known to the union officials by the Secretary, who advised that the workmen meet with their employers and endeavor to adjust their differences. This advice was accepted by the employees of the most prominent firms, with the result that they

reached an understanding. The same course was followed by the other masters and journeymen, and by the end of July, working relations had been resumed at all establishments.

The strike extended over a period of three months, and resulted in the open shop and the acceptance of the wages prevailing previous to the strike.

NORFOLK & WESTERN RAILWAY SHOPS.

PORTSMOUTH.

On Saturday, April 23rd, we were informed by the public press that about six hundred machinists, boiler makers, blacksmiths, wood workers, and others employed at the shops of the Norfolk & Western Railway Company at Portsmouth were on strike on account of the refusal of the company to accede to a demand for a thirty-minute dinner hour instead of an hour, and the cessation of daily labor at five o'clock, instead of five thirty P. M. Telephone communication with the Mayor of Portsmouth confirmed the newspaper reports and disclosed the fact that, while all the men involved in the strike were residents of Portsmouth, the shops of the railway company were located beyond the city limits.

The Board met at Portsmouth on Monday, April 25th, and at once put itself in communication with the officers of the company and the committee representing the various trades involved in the controversy.

At the request of the Board, the committee submitted a statement of their grievances, substantially as follows: The proposition of the workmen for the short noon hour was first presented to the Master Mechanic on Friday, April 16th, and the next day was submitted to the Superintendent of Motive Power, both of whom promised to consider the matter, and give a definite answer on the following Wednesday, April 21st. At the time specified, they called for a reply, when the Master Mechanic requested an extension of time, in order that he could communicate with the General Manager of the company, who was at that time out on the road. The committee considered that sufficient time had been granted, and being unable to get any definite answer from the company, refused to further delay the matter, and that night called out the night turn at the shops. The next morning, the day turn refused to work, and in consequence the entire plant was idle and on strike. The men claimed there were but few houses and no accommodations for the workmen in the vicinity of the shops; that they were compelled to live at Portsmouth and carry their dinners; therefore thirty minutes was ample time for dinner, and to cease work at 5 o'clock instead of five thirty, would admit of an earlier supper and afford time for recreation. It was further urged by the committee that the proprietors of boarding houses protested against late suppers, and because of this, many of them refused to board railway shop

men, and the workmen found it very difficult to secure suitable accommodations.

There was no dispute as to wages or the length of the day's work, but simply a demand that the company agree to a thirty-minute dinner hour, instead of an hour, as heretofore, and that the men cease work a half hour earlier in the evening.

In response to our request for information, the company officials stated that shops and factories in general, at Portsmouth and other places throughout the state, take a full hour for dinner, and they could see no reason for making the change demanded. After working steadily during the morning, the men need a full hour's rest; that thirty minutes does not give them sufficient time to eat and rest, and is contrary to custom in the railroad shops at Roanoke and other places. Then again, if the men quit work at five o'clock, as they demand, it will necessitate the work train leaving the shops at 5:15 P. M., instead of 5:45, as heretofore, which will require the company to run another work train to accommodate the men employed at common labor, who work until 5:30, and who are unable to pay street car fare. The company regarded the demand as unreasonable and an assumption of authority on the part of the men, and felt justified in reserving to itself the right secured to every employer to have a voice in fixing the hours for work. It was further stated by the company that when the committee called on the Master Mechanic for an answer on Wednesday, they demanded an immediate reply, and refused to grant time for him to communicate with the general officers; and at once declared a strike, without giving notice of their intention to leave the service.

Having learned that the men at the shop had declared a strike, the Superintendent of Motive Power returned to Portsmouth, and after learning the facts in the case, communicated with the committee as follows:

PORTSMOUTH, O., April 22, 1904.

To the Committee of Employes Portsmouth Shops Norfolk & Western Railway.

GENTLEMEN:—In connection with the subject of shop hours at Portsmouth shop, about which we had a conference last Saturday, I promised you I would consider the demands made by your committee with reference to the time allowed for noon hour and would give you an answer as soon as the matter could be decided. You asked me if I could give you an answer by Wednesday; I told you I would endeavor to do so, and it was my purpose to do so, but circumstances over which I had no control prevented. It was a matter that I desired to refer to the general manager, who was then absent on the line, and did not return to Roanoke until Wednesday, P. M., and I had no opportunity of seeing him until after I was notified by Mr. Pearce that you had demanded an immediate answer and refused to continue at work until such answer was received and therefore left the service of the company without giving any notice.

The question was submitted to the general manager, who is now in Portsmouth and has thoroughly investigated the situation, and I am just in receipt of a letter from him in which the following decision of this question is rendered:

"Since this noon time is the only question involved, I beg to advise you that we cannot grant this request of the men, for the following reasons:

"First. It is within the province of the company to make their shop rules and hours, which has always been done, and made reasonable and favorable to both the company and the men.

"Second. It is not considered fair to the men and to the company to expect the men to eat their dinner and rest sufficiently, and thereafter to do justice to themselves and to the company, if thirty minutes only is used. It would deprive shop men of going home to dinner who live near shops.

"Third. In giving an hour for dinner, and making the quitting time 5:30, it enables all of our men who work at East Portsmouth terminals to use the commuter train; we thereby accommodate all of our men instead of a portion of them in getting to their homes promptly after their day's work.

"Fourth. The hours prescribed are the same as used at railroad shops throughout Ohio, and are regarded as reasonable and proper hours at all other points in this section.

"You will, therefore, understand that the above is the decision in the matter, and the same is final.

"Yours truly,

"W. H. LEWIS,

"Superintendent Motive Power."

The above decision was not acceptable to the men, who declared their purpose to continue the strike until the Company would accede to their demands.

After hearing the foregoing statements from the officers of the Company and the representatives of the men, the Board requested a joint conference, to which all parties readily consented. These joint meetings with the members of the Board were held from time to time and extended over a period of five days, and were the means of restoring friendly communication between the parties and opening the way for an amicable understanding. In the meantime, the men in the various departments met and voted to return to work, under certain conditions, and this finally led to a general meeting of all striking employees, on Thursday evening, April 29th, which the Secretary of the Board was requested to attend and present his views on the situation. He did so in an impartial way, and urged a settlement on the basis proposed by the Company as the only solution of the trouble and one that would be mutually agreeable. He assured the men that all hands would be reinstated without prejudice or discrimination, and advised them to end the strike and return to work. His advice was accepted, and it was formally decided to declare the strike off, provided the Company would agree that the assurance given regarding the reinstatement of all the men would be complied with. A committee selected by the meeting accompanied the Secretary of the Board to the officials of the company, who promptly stated that all hands who desired employment could return to work at once without discrimination. Having received this assurance from the authorized representatives of the Company, the committee declared the strike at an end, and on the follow-

ing morning the shops resumed operation on the terms and conditions existing prior to the strike.

The strike was ill-advised, and without substantial justification, continued eight days, and cost the men about \$7000.00 in wages.

We take this opportunity of acknowledging the courtesy shown to the Board by the representatives of the Company and the men, all of whom promptly responded to our requests for friendly meetings, and rendered substantial service in adjusting their own controversy.

If the good offices of the Board were as readily accepted by other employers and workmen under like circumstances, there can be no doubt that strikes and lockouts would be of short duration, and more easily settled.

JOURNEYMEN PLUMBERS.

YOUNGSTOWN.

On May 3rd, the Board was informed that the journeymen plumbers of Youngstown were on strike for a yearly agreement and scale of prices. Upon inquiry, it was learned that the strike extended to Niles and Warren, and involved about sixteen master plumbers and sixty-four journeymen workmen. The former belonged to the Mahoning Valley Master Plumbers' Association, and the latter were members of Local Union No. 87, Plumbers, Gas and Steam Fitters.

For several years a mutual agreement existed between the two organizations, regulating the employment of apprentices and helpers, the hours of labor, wages, overtime, etc., etc., beginning May 1st, and ending April 30th, of each year.

We were informed that about the middle of April, a committee representing the union waited upon the Master Plumbers with a request to renew the agreement in force during the past year. The men were satisfied with the terms and conditions of work, and did not desire any change in wages or hours, but wanted to continue the yearly arrangement.

We were also informed that while the master plumbers were willing to accept the general terms of the scale, the proposed to change the scale year from May 1st to February 1st. This was not acceptable to the journeymen, who insisted that the agreement be signed on May 1st, as had been the custom, and upon learning of the decision of the union, the master plumbers declined further conferences with the workmen, and announced their intention to pay the usual wages, work an eight-hour day, and operate independent of the union.

As will be seen, the parties were agreed as to wages and hours of labor, the only point of difference between them being the time when the

scale year should begin and end; and this being unsettled when the old agreement expired on April 30th, the journeymen declared a strike, and immediately afterward called out all the apprentices, thereby causing a complete tie-up of the plumbing business in the Mahoning Valley. The Secretary of the Board repeatedly endeavored to bring about an understanding between the parties, but all to no purpose. The Master Plumbers' Association and the Journeymen's Union each declared its purpose to fight it out.

Thus matters continued for several months, when the union officials requested the good offices of the Board in arranging a conference with a view to adjustment. They informed us that the journeymen would accept the terms offered by the employers, and agree that they should hire such of the old hands as they desired, and that the strike would be declared off if the masters would reinstate all the apprentices. Again the Secretary endeavored to bring the parties together, but without avail. The master plumbers were determined to maintain the stand they had taken, and positively refused to deal with the union or any of its representatives. They declared they had been, and were still, willing to pay the wages and work the hours, and, if the men desired employment on those terms, they could make individual application, and that no other terms of employment or settlement would be considered.

The Secretary attended a meeting of the union, and explained the position of the master plumbers to the journeymen and apprentices, and advised them to reconsider their action and return to work, but this advice was unheeded. The journeymen, having called out the apprentices at the beginning of the strike, were responsible for their idleness, and felt it to be their duty to persevere in the struggle for their reinstatement, and therefore the meeting decided by unanimous vote to continue the strike, notwithstanding the leading members of the union admitted that their cause was hopeless.

In the meantime, the employers endeavored to meet the demands of trade by doing their own work, with such non-union help as they were able to secure. There was no change in the situation worthy of special mention until about December 9th,, when we were informed that one of the national officers attended a meeting of the union at Youngstown, and as a result the strike was declared off, and the men returned to work on the terms originally proposed by the employers.

As previously stated in this report, the controversy between the parties was as to the time of signing of the yearly scale. It was desired by the master plumbers to sign the scale earlier in the year than had been the custom. There was no question of wages or hours in the dispute, and yet the men were out for seven months.

CARNEGIE STEEL COMPANY.

YOUNGSTOWN AND GIRARD.

On August 20th, the members of the Amalgamated Association of Iron, Steel and Tin Workers employed at the mills of the Carnegie Steel Company, located at Youngstown and Girard, went on strike because of a demand made by the company for a reduction in wages below that paid by other manufacturers for the same class of work.

It had been the custom for many years for the representatives of the company and the Amalgamated Association to meet together in friendly conference and arrange a scale of wages based on the selling price of iron and steel, which would operate in the various departments and continue one year from July 1st. Previous to the expiration of the yearly scale on June 30th, the usual conference between the parties was held, when the company submitted to the representatives of the Amalgamated Association a scale of wages providing for a reduction from twenty-five to seventy-one per cent. in the wages of heaters, rollers and roughers, and other skilled labor employed on the several trains of rolls in the steel departments.

There is a difference of opinion between the parties as to the result of the conference, or the understanding arrived at, and as to who is responsible for the beginning of the strike. The company claim that the representatives of the Amalgamated Association were to consider the new scale and give notice of their conclusions in the matter. On the other hand, the officials of the Association declare that the company agreed that no definite action would be taken until after another conference, thus giving each side full opportunity to mutually agree upon a scale of wages. Each declares the other failed to carry out the understanding arrived at during the conference, and is therefore responsible for the strike or lockout.

The Secretary of the Board visited Youngstown and Girard, and learned from the union officials that they not only desired a settlement, but were anxious to renew friendly negotiations with the company, and was given the assurance that if another conference could be arranged, a settlement would be reached. Having received this encouragement, your representative called on the district manager, and made an appointment with him for an interview in order to hear the statement of the company, and if possible arrange for a conference, but when the time for the meeting arrived, the manager referred your Secretary to the General Superintendent of the company at Pittsburgh, and arranged a meeting for us with him.

Accordingly, we visited the General Superintendent, who received us cordially and talked freely on the matter of difference between the Amalgamated Association and the Company.

He claimed that the company had abandoned the former methods of manufacturing iron and steel, and adopted modern appliances and machinery; that its mills are now equipped with continuous furnaces and continuous trains of rolls and other very expensive improvements, all of which increase the output and lessen the labor of the workmen; that on account of the improved conditions, the company was entitled to a lower scale of wages, and had therefore proposed a modified scale, based on the experience and operation of the several mills during the last six months, which it had submitted to the Amalgamated Association, and which, under ordinary conditions, would pay the men directly affected from three to fifteen dollars per day; that the Amalgamated Association refused to recognize these improvements and advantages to the workmen, or accept the revised scale, or to make known its conclusions as it agreed to, and after waiting for several weeks without receiving an answer, the company employed new men and resumed operations under the new scale of wages; that the company was not opposed to the union, it would employ either union or non-union men, would not discriminate against the former employes, but, on the contrary, so far as vacancies existed, would give them the preference; that the company was determined to maintain the position it had taken, and while it would at all times meet with its employes or their representatives, it would not meet or negotiate with the Amalgamated Association or its officers.

The Secretary repeatedly endeavored to persuade the company to agree to another conference with the committee, or the representatives of the men, or to submit the matter to arbitration, but without success, the General Manager stating very positively that the company would not consider any proposition looking to a conference or arbitration with the Amalgamated Association.

On the other hand, we have the statement of the representatives of the Amalgamated Association that they are not responsible for the strike or lockout, but, on the contrary, endeavored in all honorable ways to prevent it; that the Carnegie Steel Company agreed it would not take final action until after another conference, and afterward refused to grant such meeting and endeavored to start its Girard mill at the reduced wages, thereby causing the present strike situation; that the company's proposition called for reductions ranging from 25 to 71 per cent. below the wages paid during the last scale year, and less than was paid by its competitors for the same class of work; that it also provided a different scale for each finishing mill, the rate to vary according to the amount of work turned out, which means that the Association must give up its cardinal principles, viz.: uniformity of wage rates; that the Amalgamated Association has always recognized the justice of granting special scales in cases of improved mills where increased output is secured with less labor than is required to operate an ordinary mill, but this principle will not apply to the Carnegie mills, which continue to be worked in the usual way; that

to accept the offer of the company would be to extend the special scale to ordinary mills and destroy the uniform scale system which for many years has operated for the benefit of both manufacturers and workmen, and would tend to reduce wages, and operate against the mills now working under the Association scale; that the increased wages of the men were due to the fact that they performed extra labor, thereby producing a larger output and greatly increasing the profits of the company; that the Association not only desired friendly relations, but was anxious for another conference with the company, and believed that if it would agree to such meeting, all misunderstandings would be removed and a speedy and satisfactory settlement reached.

The following is the statement issued by the company, showing the reduction of wages and the number of men affected.

There are 2,150 men employed in the mills affected by the proposed cut. These mills are as follows: Warren, Girard and the upper and lower Union, at Youngstown. Of this total number, but 155 men's wages are reduced, leaving 1,995 out of 2,150 not affected. Four classes of workmen are concerned, viz., rollers, heaters, roughers and rundowns, the proposed reduction being: Total employes, 2,150; 1 man, 71 per cent; 11 men, 43 per cent; 11 men, 27 per cent; 30 men, 40 per cent; 72 men, 35 per cent; 30 men, 25 per cent.

One hundred and fifty-five men affected.

One thousand nine hundred and ninety-five men not affected.

Note should be made of the fact that the wage change affects only work on steel. For puddling and finishing iron, the company offered to pay Amalgamated Association prices.

Seven per cent of the total employes are reduced, and, with the cut in force, the range of wages for these employes will be from \$3 to \$15 per day.

The following statement was issued by the Amalgamated Association:

Number of plants of Carnegie Steel Company affected by the reduction of wages, now under Amalgamated scale, four.

Number of independent plants which would be affected by the reduction, 80.

Amount of total tonnage of iron produced by Carnegie plants, 10 per cent.

Amount of total tonnage of steel produced by Carnegie plants, 90 per cent.

They agree to pay Amalgamated scale on 10 per cent of product, asking a reduction of wages ranging from 25 to 71 per cent on 90 per cent of product.

They claim that only 155 men are affected out of a total number of 2,150, but they fail to say that fully 95 per cent of those not affected are paid by the day, such as laborers, clerks and others, whose wages are now such that any reduction would be impossible. They fail to state that the 85 per cent mentioned have to depend entirely for their employment on the number mentioned as being affected by the reduction. They fail to state that their proposition destroys every vestige of the scales governing finishing mills in which scales have been in existence since the formation of the Amalgamated Association, and upon which the Association is founded.

Their statement is elusive, deceptive and not in accordance with the facts, as it tries to make it appear that they are generously providing for 1,995 employes, out of a total of 2,150, without making it plain that the larger number do not belong to the Association nor are affected by the provisions of the Association scale.

Having failed in our mission to the general manager at Pittsburgh,

we again took up the work at Youngstown and Girard. We conferred with the Mayor of Youngstown and other influential citizens, and, as will be seen by the following correspondence, they co-operated with us in endeavoring to bring the parties together:

YOUNGSTOWN, O., Sept. 2, 1904.

To the Carnegie Steel Company and the Officers of the Amalgamated Association of Iron, Steel and Tin Workers.

GENTLEMEN:—In behalf of the citizens of Youngstown, we ask as a special favor, that you hold another conference, and, if possible, settle your differences. We do this because of the feeling of unrest which prevails over the city and because of the fact that, if you disagree, some of our citizens will suffer and perhaps lose their homes, while our taxes will be increased for the support of those who otherwise might obtain work. We also wish, if possible, to avoid the disagreeable feeling and conduct which usually follow, where, in such matters, no agreement is reached.

We are deeply interested in the case for and in behalf of our citizens, and from a business point of view. We do not intend to be understood as taking sides, but we do earnestly hope that you will heed our wishes and try once more to reach an amicable conclusion.

W. T. GIBSON, *Mayor*;
WM. F. MAAG, *The Indicator*;
R. R. SHARMAN, for the *Telegram*;
JOHN F. CANTWELL,
JOHN C. WICK,
E. H. HOSMER,
J. H. MORRIS,
L. H. CAHN & Co.,
JULIUS CLOSEL & Co.,
STROUSS & HIRSCHBERG,
JAMES SQUIRE,
J. N. EUWER SONS,
D. B. STAMBAUGH,
THE McELROY Co.,
THE HARTZELL BROS. Co.,
JAMES M. MCKAY,
THE WEIL-HARTZELL Co.,
D. E. WILLIAMS,
M. U. GUGGENHEIM,
JOHN BRENNER,
F. A. HARTENSTEIN,
GUESS & McNABB,
RITTER & MEYER,
DE NORMANDIE & KAY,
JOHN S. ORR,
FRANKLE BROS.,
SAMUELS BROS.,
PETER DEIBEL SONS,
BUEHRLE BROS.,
W. J. NEVILLE,
MARCUS J. FREDERMAN,
GREENWOOD & SONS' MUSIC STORE,
JOHN BUEHRLE,
ACKELL BROS.,

T. J. LAWLOR,
OTTO SCHUMANN,
THE E. O. JONES Co.,
McFADDEN BROS.,
VOLNEY ROGERS,
THE DOLLAR SAVINGS & TRUST Co.,
THE GUTHMAN BROS. Co.,
GEO. E. ROSE,
JOHN H. FITCH,
PAUL FITCH,
W. J. HORTON,
THOMAS J. MILROY,
T. SHAW,
J. J. KENNEDY,
PETER GILLEN SONS,
J. T. McCONNELL,
P. H. McVEY,
JOHN J. BUCKLEY,
THE HOME SAVINGS & LOAN Co.,
by P. M. KENNEDY, *President*;
THE COMMERCIAL NATIONAL
BANK, by M. McKELVEY,
President;
GOLDSTEIN'S DEPARTMENT STORE,
by M. GOLDSTEIN;
THE CENTRAL STORE Co., by F.
H. RAY, *General Manager*;
PYATT W. HUBLER, *City Clerk*;
GEORGE L. FORDYCE & Co.,
J. W. SMITH & SONS,
THE G. M. McKELVEY & Co.,
G. A. BAKER, *Tod House*;
THE MAHONING NATIONAL BANK,
by J. H. McEWEN, *Cashier*;
S. D. CURRIER.

To the above petition, the Company made reply*as follows:

CARNEGIE STEEL COMPANY.

GENERAL OFFICE, CARNEGIE BUILDING,

PITTSBURG, PA., Sept. 5, 1904.

I. W. JENKS, *General Manager, Hoop and Cotton Tie Mills.*

W. T. GIBSON, *Mayor, Youngstown, O.*

MY DEAR SIR:—The petition signed by you, under date of the 2d inst., addressed to the Carnegie Steel Company and the officials of the Amalgamated Association of Iron and Steel Workers, was forwarded from Youngstown office of our company to this office. After going over this matter carefully, we are sorry that we cannot see our way clear to comply with the request contained in this petition. We do not see how anything could be gained by further conferences; our former employes know the offer made by this company, for their services, which is final.

Thanking you for your interest in the matter, I am,

Yours truly,

I. W. JENKS.

The following is the reply of the Amalgamated Association:

VICE-PRESIDENT'S OFFICE,

AMALGAMATED ASSOCIATION OF IRON, STEEL,
AND TIN WORKERS OF THE UNITED STATES,
SIXTH DISTRICT.

YOUNGSTOWN, O., Sept. 6, 1904.

W. T. GIBSON, *Mayor of Youngstown, O.*

DEAR SIR:—The petition signed by you and citizens, addressed to the Carnegie Steel Company and the A. A. of I., S. and T. W., under date of 2d, just received.

We, the members of the Amalgamated Association, appreciate the interest that you and the citizens of Youngstown have taken in the interest of all concerned in this trouble between the aforesaid parties.

You have shown to our people that you are for peace and justice, and we feel very grateful to you for it.

Concurring in your idea that right is might, I am,

Yours truly,

RICHARD FITZGERALD

Notwithstanding the refusal of the company to grant the above request, a committee composed of the most prominent merchants and ministers called on the General Manager, and again appealed to him to grant another conference, but their efforts were futile, the reply being that the time for meetings had passed, and that the mills were open to the men who desired to apply for their situations.

While these efforts on the part of the Board, public officials, and others, were being made to bring the parties together and effect a settlement, the usual strike methods were being employed. The company was gradually increasing its force of non-union workmen, and the strikers were endeavoring to induce those at work to quit the service and dissuade others from accepting employment, and these general conditions

prevailed from the beginning of the trouble until the time of closing this report.

From the beginning of the controversy on August 20th, the Secretary of the Board was given positive information that if the company would grant a conference, a settlement would be made, and fearing that unless an adjustment was soon reached the strike would extend to other iron and steel rolling mills in the state, he was therefore untiring in his efforts to bring the parties together. He devoted his entire time to this work, and enlisted the services of city, county and state officials, but all to no purpose. The Carnegie Steel Company is a part, or a constituent, of the United States Steel Corporation, and being informed that the latter company favored a meeting with the Amalgamated Association, the Secretary visited the executive officer of the company at New York, and appealed to him to agree to a conference of the Carnegie Company with the representatives of the workmen, and assured him that such meeting would lead to an adjustment, but again we were doomed to disappointment, as the New York official declined to interfere with the management of the mills, and referred us to the President of the Carnegie Steel Company at Pittsburgh.

Accordingly, we again visited Pittsburgh and endeavored to persuade the President of the company to confer with the Association, or such of its officers or representatives as might be agreeable to him, but our appeals were useless. At this meeting with the President, the General Manager of the company was also present, and they both declared that under no circumstances would they meet, negotiate or arbitrate with the Amalgamated Association or any of its representatives; that the time for conferences had passed, and the only way to settle the strike was for the men to accept the terms of the company, apply for their situations and return to work.

Notwithstanding the repeated failures to bring about a friendly meeting between the company and the Association, the efforts to that end were renewed from time to time, until about December 1st, when a delegation, including the President of the Amalgamated Association, visited the President of the United States at Washington, and appealed to him to use his good offices to promote an adjustment.

The work on the part of the Board extended over a period of two months, and during that time, we frequently met with the local, district and general officers of each side, all of whom treated us very courteously. The representatives of the Association accepted the good offices of the Board in so far as it could arrange a conference for them with the company, but did not favor arbitration, while on the other hand the company apparently did not desire our services in any capacity and said that our continued efforts to arrange a conference tended to prolong the trouble, rather than promote a settlement, and suggested that we advise the men to declare the strike at an end.

In the meantime, the company had largely increased its working force, and while it claimed to be operating its mills satisfactorily, it was doing so at great expense and disadvantage. With but few exceptions, the workmen were imported for the occasion, and so strong was the feeling of the citizens against them that they were unable to secure accommodations, and the company was compelled to provide food and lodging for them inside the works. The efforts of the company to operate its mills without the services of the old hands, embittered the situation, and was attended with strife and disorder. Troubles between strikers and non-strikers became more frequent, violence was resorted to and finally resulted in bloodshed and loss of life.

In this connection, it is due the officers of the Amalgamated Association to say that from the beginning of the strike they were untiring in their endeavors to maintain order, and constantly urged the strikers and their friends and sympathizers to respect the law and under no circumstances permit any intimidation or other acts that would cause disorder or violence.

We now come to the end of the year. The strike has been in progress more than four months, and, as yet, there is but little substantial improvement in the situation. Several weeks ago the company discontinued its efforts to operate the Girard mill, and transferred the men employed there to the mills at Youngstown. While but few of the old hands have returned to work, the company has largely increased its force of non-union men, and claims to be doing business on a satisfactory basis. We are reliably informed, however, that the conditions surrounding the establishments are practically unchanged, and that the workmen are still housed and fed in the mills.

COAL TEAMSTERS.

CINCINNATI.

By reference to our report of the differences existing between the team owners and the drivers at Cincinnati during the early part of the year, it will be observed that while the Coal Team Owners made a verbal proposition to their employes, and gave them assurance that the same should continue for a year, the drivers did not assent to the terms proposed, owing to the fact that the offer was not in writing, and although the men continued to work after the expiration of the agreement on March 18th, there was no mutual understanding between them. The employers claimed to be paying the wages, and in other respects observing the terms they proposed, and regarded the grievances as being definitely settled for the year; while, on the other hand, the drivers worked on the terms of the proposition, they did not openly accept or agree to it, and therefore were not obliged to continue operations under it.

On October 6th, the newspapers announced that all union coal teamsters in Cincinnati went out on strike for an increase in wages and recognition of the union by the coal operators. At that time, the Board was endeavoring to adjust other matters, but as soon as official engagements would permit, the Secretary visited Cincinnati, and was gratified to learn that Mayor Fleischman was exercising his good offices to promote a settlement.

We were informed by union officials that about 300 men were out, for the reason that the coal operators had not carried out the terms offered by them to the drivers in March; that the employers had not only refused to employ, but had discharged members of the union, and in various ways had discriminated against them, and endeavored to create dissension among them, and disrupt their organization. This was denied by the coal operators, who declared they had faithfully adhered to all the provisions of the proposition submitted by them to the Secretary of the Board on March 15th.

The coal drivers had the support and sympathy of organized labor throughout the city, and for several days there was serious danger that engineers, firemen and other crafts would refuse to work in establishments which used coal from concerns whose employes were on strike.

Within a few days after the union drivers went out, the employers engaged a number of non-union men, and without molestation on the part of the strikers, they continued to add to their working force and increase their deliveries of coal.

The Mayor consulted with the representatives of each side, and counseled moderation and fairness in dealing with the matters of difference, and urged them to endeavor to reach a prompt settlement.

In response to his request for a statement, the employers furnished the Mayor with the following, which they declared was their ultimatum:

CINCINNATI, OHIO, October 13, 1904.

HON. JULIUS FLEISCHMAN, *Mayor City of Cincinnati*.

MR. MAYOR:—As promised by our Secretary, Mr. Brashears, your message was delivered to our committee, which authorizes the following statement:

"In the first place, we wish to acknowledge the courtesy due you as the chief executive officer of our city, also to assure you that we appreciate your worth as one of the foremost business men of our city, and feel it our duty to make you acquainted with the exact facts as they now exist.

"Last March, we voluntarily advanced the wages of our men from 10 to 15 per cent. The old scale of wages had not been disturbed for years, and this advance was made in the face of depression in business all over the country. We agreed with Mr. Bishop, of the State Board of Arbitration, who was the labor representative, that we would keep this scale in effect at least one year, and that we would not use discrimination. This we kept faithfully.

"One week ago, our men quit work. Of course, the calling out of

our men necessitated the hiring of new men, and our plants to-day have nearly all the men that is necessary to carry on the business. Having employed men to take the place of our former employes, we intend to remain loyal to them; without pledging ourselves, we will take back such of the old men individually as we require them, without discrimination.

"And now, Mr. Mayor, in conclusion, let us state the number of union men in our employ at the time of the strike is proof that we did not discriminate in the employment of men. If the unions of this city, in the face of these facts, see fit to order a sympathetic strike—throw thousands of men out of employment and paralyze the business interests of the city—the odium of such action must rest on them.

"Very respectfully yours,

"THE COAL TEAM OWNERS' ASSOCIATION,

"JOHN BRASHEARS, *Secretary.*"

The Mayor continued his conciliatory efforts and succeeded in bringing the representatives of the parties together on October 17th, and the next day the Teamsters' Union submitted a proposition to the Coal Team Owners' Association, as follows:

CINCINNATI, October 18, 1904.

Coal Team Owners' Association, JOHN BRASHEARS, Secretary.

DEAR SIR:—In accordance with the understanding of the 17th inst., we hereby submit the following propositions:

"1. That all men employed at the time the strike took place be reinstated within ten days, at the following rate of wages:

"One-horse drivers, \$1.75 per day.

"Two-horse drivers, \$1.90 per day.

"Three-horse drivers, \$2.05 per day.

"Four-horse drivers, \$2.25 per day.

"All the time over ten hours is to be paid for at the same rate of wages.

"The employer to retain the right to discharge any driver for the following reasons: misdemeanor, intoxication, cruelty to its horses, offensiveness to its customers, indolence or insubordination.

"2. There shall be no discrimination on account of his membership in a labor organization.

"3. This agreement to remain in force for at least one year from date.

"Respectfully submitted,

"C. F. O'NEILL, *Vice-President,*

"*International Brotherhood of Teamsters.*"

The following is the reply of the Coal Team Owners' Association:

CINCINNATI, October 18, 1904.

MR. C. F. O'NEILL, *City.*

DEAR SIR:—Your communication of October 18 was submitted to the executive committee of the Coal Team Owners' Association. I am instructed to inform you that all the propositions contained therein are unobjectionable to us, inasmuch as they conform in all respects with the promise made by us to Mr. Bishop last March, with the exception of clause No. 1 (in reference to reinstating strikers within ten days), which cannot be agreed upon for the reason that the men in our

employ cannot be honorably discharged under our compact made with them when employed. But we will reinstate our former employes as they may be needed.

Very truly yours,

THE COAL TEAM OWNERS' ASSOCIATION,

JOHN BRASHEARS, *Secretary*

The answer of the employers to the proposition of Vice-President O'Neill was made known to the coal drivers, and acting on the advice of their leaders they accepted the same, and on October 19th, Vice-President C. F. O'Neill, International Brotherhood of Teamsters, signed the agreement for the teamsters, and Secretary John Brashears, Coal Team Owners' Association, on behalf of the employers.

It will be seen that the clause in the proposition submitted by Vice-President O'Neill, which was amended by the coal dealers, was to the effect that all of the strikers were to be reinstated to their former positions "within ten days." The modification made by the coal dealers, and which was accepted by the union, was, that the union men would be reinstated "as they are needed."

The strike was not so much for an advance in wages as it was for the recognition of the union and to protect union drivers against discrimination by their employers. As in all similar cases, the strike was expensive to all concerned. We have no means of ascertaining the loss to the coal dealers, but those in position to know claim the loss to the drivers was about \$6000.00.

In closing this report, I desire to acknowledge the valuable service of Mayor Fleischman in bringing about a settlement, satisfactory alike to employers and employes, and I take pleasure in commending his efforts to municipal officers throughout the state.

As already indicated, when the Secretary of the Board arrived at Cincinnati, the Mayor of the city was in communication with the drivers and their employers, and was making satisfactory progress toward a settlement, and therefore we did not interpose, but heartily indorsed his action, advised with him from time to time, proposed to co-operate with him, and were ready at all times to render such assistance as might be required.

KELLEY ISLAND LIME AND TRANSPORT CO.

MARBLEHEAD AND KELLEY ISLAND.

On Monday, November 21st, a strike involving six hundred men was inaugurated at the quarries, lime kilns and shops of the Kelley Island Lime and Transport Company at Marblehead. In addition to the works at Marblehead, the company also employed four hundred men in the same line of business at Kelley Island, and within a day or two after the strike

commenced at Marblehead, the men there persuaded the Kelley Island workmen to join them, thus increasing the number of strikers from six hundred to one thousand.

The representative of the men claimed that for a long time there had been considerable discontent among many of the workmen, especially those who received the lowest rate of wages; that certain foremen in the employ of the company were gruff and disrespectful, tyrannical and abusive in their dealings with the employes to such an extent that it was difficult to restrain the men from going on strike; that the labor required of quarry men justified a higher rate than fourteen cents an hour, or \$1.26 per day, which they would receive on a nine hour basis, and which was not sufficient to pay rent and other household expenses; that the men were entitled to fair and reasonable wages for the work performed, and therefore demanded an advance of two cents an hour, and time and a half for work on Sundays and holidays, which the company refused, and in consequence they ceased work.

The management stated that it was not aware of any discontent among the employes on account of wages, improper treatment by foremen, or for other causes; that the company paid as high wages as its competitors and would not permit the foremen or others to show disrespect to its employes; that the company intended to advance wages on December 1st, and would have granted the increase at an earlier date if it had known of any discontent among the workmen; that the men ceased work and declared a strike for an advance in wages without presenting any complaint or grievance, and without giving notice of their intention; that the management desired to deal fairly with the employes, and if given an opportunity, would have settled the wage question on a just and equitable basis, without resort to strike or lockout or the loss of work or business; that the demand of the men for an advance of two cents an hour and time and a half for work on Sundays and holidays was in excess of the wages paid by the competing firms for the same class of labor, and therefore the company refused to accede to the demand, but proposed to pay an increase of one cent an hour, and accordingly posted the following:

NOTICE.

THE KELLEY ISLAND LIME AND TRANSPORT COMPANY,

MARBLEHEAD, OHIO, Nov. 22, 1904.

Effective November 23, 1904, the schedule of wages will be as follows:

Quarry labor.....	15 cents per hour.
Drill men.....	16 cents per hour.
Kiln labor.....	16 cents per hour.

Sunday work— One and a half time for all labor except such as naturally, by their occupation, must work on Sunday, viz., kiln men, stationary engineers, and firemen.

CALEB E. GOWEN,
President.

The above compromise offer was rejected by the men, who not only declared their purpose to continue the strike at Marblehead, but induced the four hundred employes of the company at Kelley Island to join the movement for an advance of two cents an hour.

Such was the general situation when the Secretary of the Board arrived at Marblehead. The strike continued without change in the attitude of either side until November 28th, when, through the influence of Church authorities, the company agreed to the following basis of settlement:

"Drill men and kiln men shall be paid \$1.60 per day. All other labor shall be paid \$1.50 per day.

"A day's work shall consist of ten (10) hours during the ten spring, summer and fall months, and nine and a half (9½) hours during the two winter months.

"If quarrymen stop work on account of rain, snow or other sufficient reasons, they shall be paid by the hour at fifteen (15) cents per hour.

"Work on Sunday and public holidays to be paid for at the rate of time and a half."

This proposition was at once submitted to and accepted by a general meeting of the men, the strike declared at an end, and on the following morning work was resumed at Marblehead and Kelley Island.

●The Secretary of the Board attended the meeting referred to, and urged the men to return to work, and assured them that by care and attention to duty, they would merit and receive the favorable consideration of the company.

BRIDGE BUILDERS.

PORTSMOUTH JUNCTION.

On Saturday, December 3rd, we were informed that about twenty-five bridge builders, with a number of helpers and laborers, employed by The McKain Construction Company at Portsmouth Junction, went on strike for increased pay and shorter hours.

We visited the locality on December 5th, and were gratified to learn that the men were all at work on terms entirely satisfactory to all parties.

Previous to December 3rd, the workmen had received forty-five cents per hour for nine hours' work. A settlement was reached on the morning of December 5th, providing for an eight-hour work day and fifty cents per hour.

We were reliably informed that the published reports of the strike were greatly exaggerated, both as to the number of men and the conditions of employment, and that, as soon as the complaint of the men was presented to the company, a prompt and friendly adjustment was made, and working relations were restored without loss to either side.

THE LAW
WITH BRIEF EPITOME
AND
RULES OF PROCEDURE
OF THE
STATE BOARD
RELATING TO
ARBITRATION.
(79)

SUMMARY (NOT COMPLETE) OF THE ARBITRATION ACT.

I. OBJECT AND DUTIES OF THE BOARD.

The State Board of Arbitration and Conciliation is charged with the duty, upon due application or notification, of endeavoring to effect amicable and just settlements of controversies or differences, actual or threatened, between employers and employes in the State. This is to be done by pointing out and advising, after due inquiry and investigation, what, in its judgment, if anything, ought to be done or submitted to by either or both parties to adjust their disputes; of investigating, where thought advisable, or required, the cause or causes of the controversy, and ascertaining which party thereto is mainly responsible or blameworthy for the continuance of the same.

2. HOW ACTION OF THE BOARD MAY BE INVOKED.

Every such controversy or difference *not involving questions which may be the subject of a suit or action in any court of the State* may be brought before the board; *provided*, the employer involved employs not less than twenty-five persons in the same general line of business in the State.

The aid of the board may be invoked in two ways:

First — The parties immediately concerned, that is, the employer or employes, or both conjointly, may file with the board an application which must contain a concise statement of the grievances complained of and a promise to continue on in business, or at work (as the case may be), in the same manner as at the time of the application, without any lockout or strike, until the decision of the board, if it shall be made within ten days of the date of filing said application.

A joint application may contain a stipulation making the decision of the board to an extent agreed on by the parties, binding and enforceable as a rule of court.

An application must be signed by the employer or by a majority of the employes in the department of business affected (and in no case by less than thirteen), or by both such employer and a majority of employes jointly, or by the duly authorized agent of either or both parties.

When an application purporting to represent a majority of such employes is made by an agent the Board shall satisfy itself that such agent is duly authorized, in writing, to represent such employes, but the names of the employes giving such authority shall be kept secret by the Board.

Second — A mayor or probate judge, when made to appear to him that a strike or lockout is seriously threatened, or has taken place in his vicinity, is required by the law to notify the board of the fact, giving the name and location of the employer, the nature of the trouble, and

the number of employees involved, so far as he can. When such fact is thus or otherwise duly made known to the board it becomes its duty to open communication with the employer and employees involved, with a view of adjustment by mediation, conciliation or arbitration.

3. WHEN ACTION OF THE BOARD TO CEASE.

Should petitioners filing an application cease, at any stage of the proceedings, to keep the promise made in their application, the board will proceed no further in the case without the written consent of the adverse party.

4. SECRETARY TO PUBLISH NOTICE OF HEARING.

On filing any such application the secretary of the board will give public notice of the time and place of the hearing thereof. But at the request of both parties joining in the application this public notice may, at the discretion of the board, be omitted.

5. PRESENCE OF OPERATIVES AND OTHERS, ALSO BOOKS AND THEIR CUSTODIANS, ENFORCED AT PUBLIC EXPENSE.

Operatives in the department of business affected, and persons who keep the records of wages in such department and others, may be subpoenaed and examined under oath by the board, which may compel the production of books and papers containing such records. All parties to any such controversy or difference are entitled to be heard. Proceedings before the board are conducted at the public expense.

6. NO COMPULSION EXERCISED WHEN INVESTIGATION AND PUBLICATION REQUIRED.

The board exercises no compulsory authority to induce adherence to its recommendations, but when mediation fails to bring about an adjustment it is required to render and make public its decision in the case. And when neither a settlement nor an arbitration is had because of the opposition thereto of one party the board is required, at the request of the other party, to make an investigation and publish its conclusions.

7. ACTION OF LOCAL BOARD — ADVICE OF STATE BOARD MAY BE INVOKED.

The parties to any such controversy or difference may submit the matter in dispute to a local board of arbitration and conciliation consisting of three persons mutually agreed upon, or chosen by each party selecting one and the two thus chosen selecting the third. The jurisdiction of the local board as to the matter submitted to it is exclusive, but it is entitled to ask and receive the advice and assistance of the State board.

8. CREATION OF BOARD PRESUPPOSES THAT MEN WILL BE FAIR AND JUST.

It may be permissible to add that the act of the General Assembly is based upon the reasonable hypothesis that men will be fair and just in their dealings and relations with each other when they fully understand what is fair and just in any given case. As occasion arises for the interposition of the board its principal duty will be to bring to the attention and appreciation of both employer and employes, as best it may, such facts and considerations as will aid them to comprehend what is reasonable, fair and just in respect of their differences.

THE ARBITRATION ACT.

AS AMENDED MAY 18, 1894, AND APRIL 24, 1896.

AN ACT

To provide for a state board of arbitration for the settlement of differences between employers and their employes and to repeal an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employes," passed February 10, 1885.

State board of arbitration and conciliation: appointment and qualifications of members.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio*, That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employe or an employee selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the Governor; and provided, also, that appointments made when the senate is not in session may be confirmed at the next ensuing session.

Term.

SECTION 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner above provided.

Vacancy: removal.

If, for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

Oath.

SECTION 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman, and one of their number as secretary. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor.

Chairman and secretary.

Rules of procedure.

SECTION 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state, exists between an employer (whether an individual, copartnership or corporation) and his employees if, at the time he employs not less than twenty-five persons in the same general line of business in this state, the board shall, upon application as hereinafter provided and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers co-operating with respect to any such controversy or difference, and the term employees includes aggregations of employees of several employers so co-operating. And where any strike or lock-out extends to several counties, the expenses incurred under this act not payable out of the state treasury, shall be apportioned among and paid by such counties as said board may deem equitable and may direct.

Adjustment of differences between employer and employees.

As amended April 24, 1896.

Expenses, how paid.

SECTION 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

Written decision in case of failure of such mediation.

SECTION 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy; and shall be signed in the respective instances by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board.

Application for arbitration and conciliation.

SECTION 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as

Contents of application as amended May 18, 1894.

at the time of the application, without any lockout or strike, until the decision of said board, if it shall be made within ten days of the date of filing said application; provided, a joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and such decision to such extent may be made and enforced as a rule of court in the court of common pleas of the county from which such joint application comes, as upon a statutory award.

May contain stipulation that decision shall be binding and such decision may be enforced.

Notice of time and place for hearing controversy.

SECTION 8. As soon as may be, after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing, therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

Failure to perform promise made in application.

As amended May 18, 1894.

SECTION 9. The board shall have power to subpoena as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief, or otherwise, to have knowledge of the matters in controversy or dispute, and any who keeps the records of wages earned in such departments, and examine them under oath touching such matters, and to require the production of books or papers containing the record of wages earned or paid. Subpoenas may be signed and oaths administered by any member of the board. A subpoena or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasury of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the board that such fees are correct and due. And the Board shall have the same power and authority to maintain and enforce order at its hearings and obedience to its writs

Power to summon and examine witnesses, administer oaths and require production of documents.

Subpoenas or notices, how served.

Authority to enforce order at hearings and obedience to writs of subpoena.

of subpoena as by law conferred on the court of common pleas for like purposes.

SECTION 10. The parties to any controversy or difference, as described in section 4 of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

Submission of controversy to local board of arbitration and conciliation: selection of such board; chairman.

SECTION 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decisions shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

Powers and jurisdiction of local board; decisions of such board.

SECTION 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitrators exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

Compensation of members of local board.

SECTION 13. Whenever it is made to appear to a mayor or probate judge in this state that a strike or lockout is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employes involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in this state, involving an employer and his present or past employes, if at the time he is employing, or, up to the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in the state, it shall be the

As amended April 24, 1896. Mayor or probate judge to notify state board of strike or lock-out.

State board to communicate with employer and employees.
As amended April 24, 1896.

duty of the state board to put itself in communication, as soon as may be, with such employer and employees.

State board to endeavor to effect amicable settlement or induce arbitration of controversy, investigate and report cause thereof and assign responsibility.

SECTION 14. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or, if that seems impracticable, to endeavor to persuade them to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence and continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 9 of this act; provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such investigation and publication shall, at the request of the other party, be had. And the expense of any publication under this act shall be certified and paid as provided therein for payment of fees.

Expense of publication,

how paid.
Fees and mileage of witnesses subpoenaed by state board.

SECTION 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said state board shall certify the amount due each witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasurer of said county for the said amount.

As amended May 18, 1894.
Annual report of state board.

SECTION 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employees.

Compensation and expenses of members of state board; rooms for meeting in capitol.

SECTION 17. The members of said board of arbitration and conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board

shall, quarterly, certify the amount due each member and on presentation of his certificate the auditor of state shall draw his warrant on the treasurer of the state for the amount. When the state board meets at the capitol of the state the adjutant-general shall provide rooms suitable for such meeting.

SECTION 18. That an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employes," of the Revised Statutes of the state, passed February 10, 1885, is hereby repealed. **Repeals.**

SECTION 19. This act shall take effect and be in force from and after its passage.

RULES OF PROCEDURE.

1. Applications for mediation contemplated by Section 6 and other official communications to the board must be addressed to it at Columbus. They shall be acknowledged and preserved by the secretary, who will keep a minute thereof, as well as a complete record of all the proceedings of the board.

2. On the receipt of any document purporting to be such application, the secretary shall, when found or made to conform to the law, file the same. If not in conformity to law, he shall forthwith advise the petitioners of the defects, with a view to their correction.

3. The secretary shall furnish forms of application on request.

4. On the filing of any such application the secretary shall, with the concurrence of at least one other member of the board, determine the time and place for the hearing thereof, of which he shall immediately give public notice by causing four plainly written or printed notices to be posted up in the locality of the controversy, substantially in the following form, to-wit:

STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,
COLUMBUS, O,189..

PUBLIC NOTICE.

The application for arbitration and conciliation between.....
employer, and.....employees, at.....
....., inCounty,
will be heard at....., on the
day of, 189.., at o'clockM.,

THE STATE BOARD OF ARBITRATION,
By....., Secretary.

5. The secretary, as far as practicable, shall ascertain in advance of the hearing what witnesses are to be examined thereat, and have their attendance so timed as not to detain any one unnecessarily, and make such other reasonable preparation as will, in his judgment, expedite such hearing.

6. Witnesses summoned will report to the secretary their hours of attendance, who will note the same in the proper record.

7. Whenever notice or knowledge of a strike or lock-out, seriously threatened or existing, such as is contemplated by Section 13, shall be communicated to the board, the secretary, in absence of arrangements to the contrary, after first satisfying himself as to the correctness of the information so communicated by correspondence or otherwise, shall visit the locality of the reported trouble, ascertain whether there be still serious difficulty calling for the mediation of the board, and, if so, arrange for a conference between it and the employer and employees involved, if agreeable to them, and notify the other members of the board; meantime gathering such facts and information as may be useful to the board in the discharge of its duties in the premises.

8. If such conference be not desired, or is not acceptable to either or both parties, the secretary shall so report, when such course will be pursued as may, in the judgement of the board, seem proper.

9. Unless otherwise specially directed, all orders, notices and certificates issued by the board shall be signed by the secretary as follows:

THE STATE BOARD OF ARBITRATION,
By, Secretary.

The foregoing rules have been adopted, and are herewith submitted for approval.

SELWYN N. OWEN, *Chairman*;
JOSEPH BISHOP, *Secretary*;
JOHN LITTLE,

State Board of Arbitration.

Approved: WM. MCKINLEY, JR., *Governor.*

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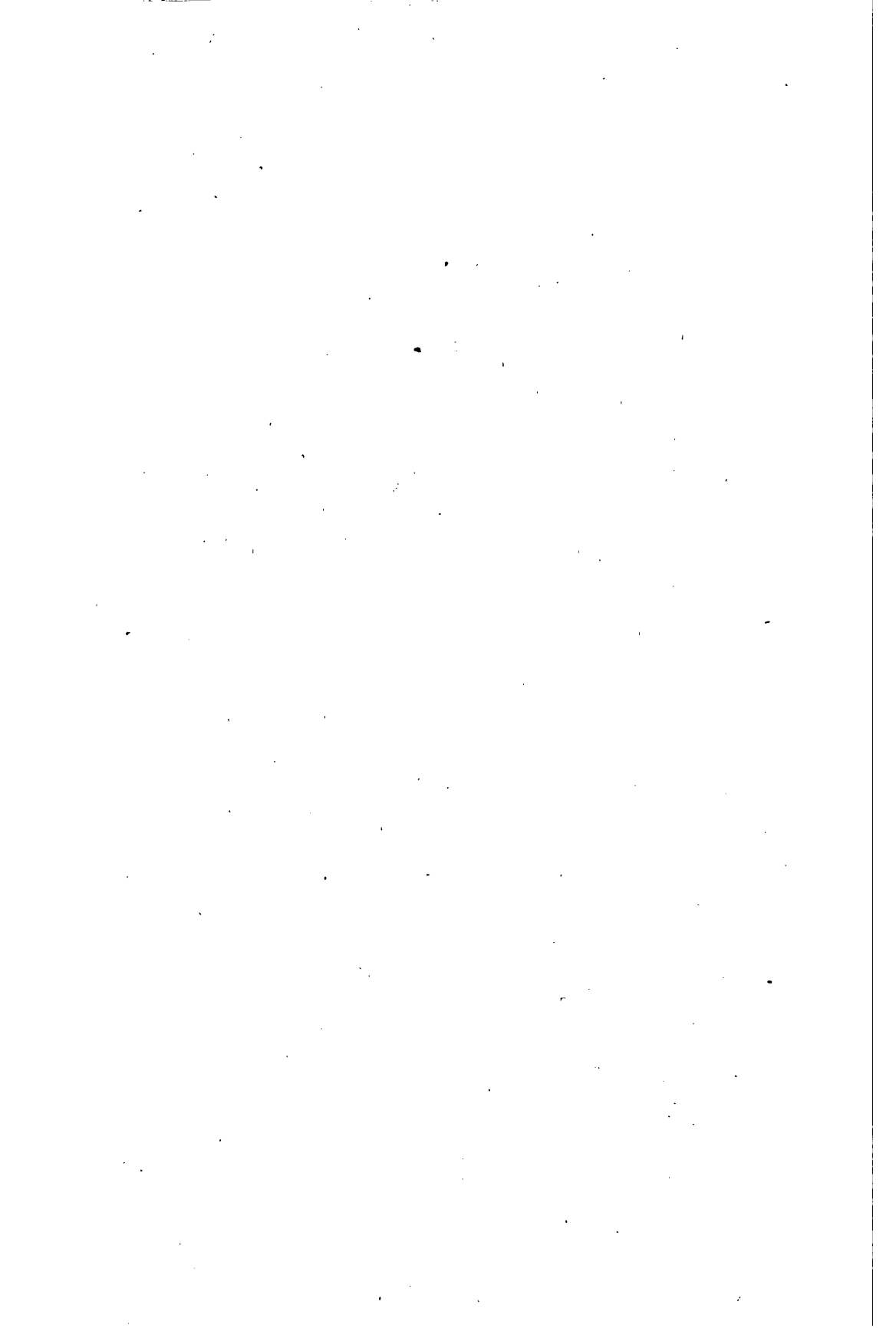
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State Board *of* Arbitration

Thirteenth Annual Report

to the Governor of the State
of Ohio for the Year End-
ing December Thirty-first

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THIRTEENTH ANNUAL REPORT

OF THE

State Board of Arbitration

TO THE

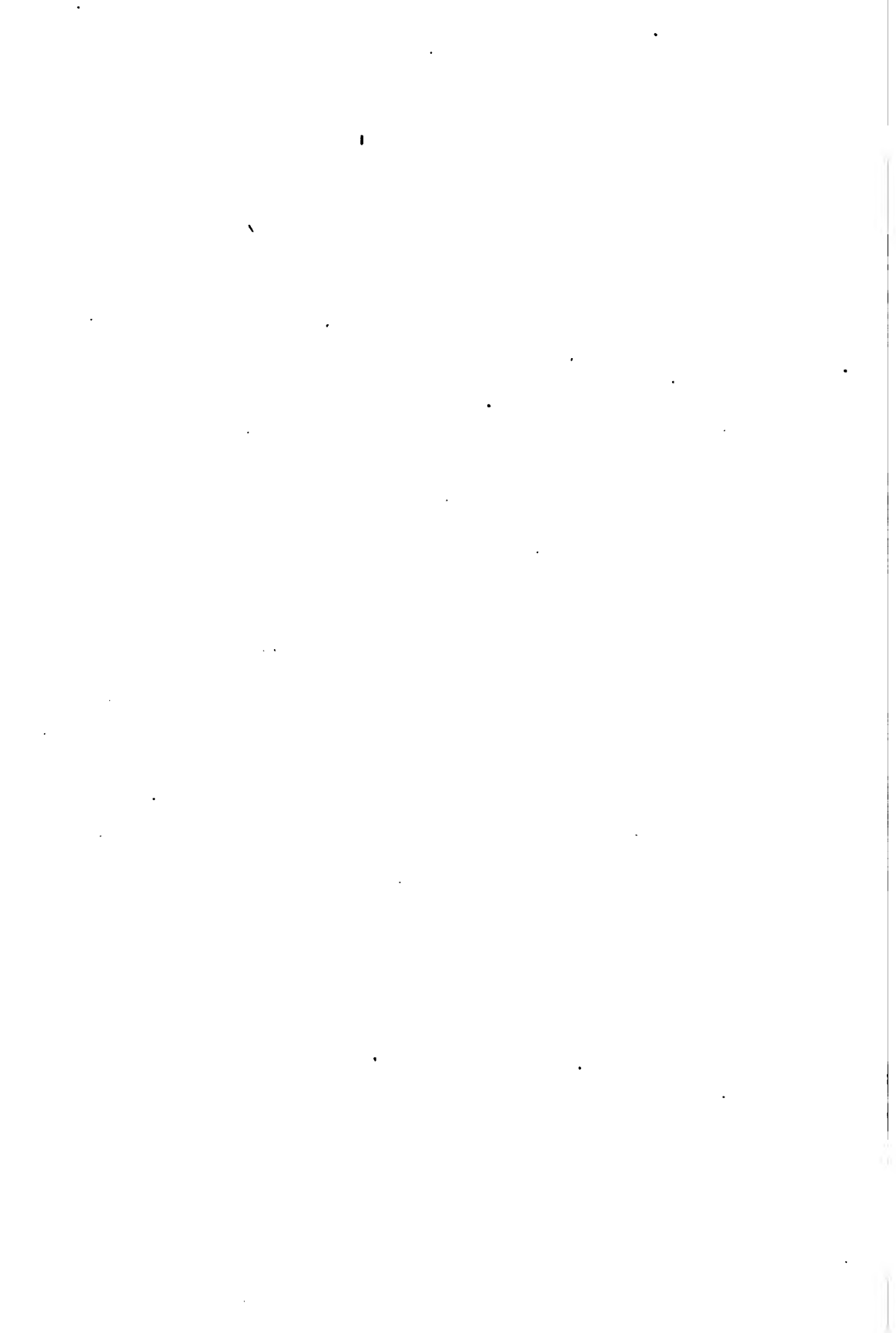
Governor of the State of Ohio

FOR THE

Year Ending December 31, 1905.



COLUMBUS, OHIO:
W. J. HEER, STATE PRINTER,
1906.



STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,
COLUMBUS, OHIO, January 12, 1906.

HON. J. M. PATTISON, *Governor of Ohio*:

SIR: — I have the honor to transmit herewith the Thirteenth Annual Report of the State Board of Arbitration.

Very respectfully,

JOSEPH BISHOP,
Secretary.

ANNUAL REPORT OF THE STATE BOARD OF ARBITRATION.

COLUMBUS, OHIO, January 12, 1906.

To the Governor and Legislature:

As required by the law we respectfully submit to you our report for the year 1905. This report embraces only the more important and extensive labor troubles which have been brought to the attention of the Board during the year. Besides the controversies enumerated, we devoted considerable time to many minor disputes, meeting and advising with employers and workmen, and in a general way endeavoring to remove misunderstandings between them, promote amicable relations and prevent strikes and lockouts.

The refusal of certain employers to meet with or recognize the authorized representatives of their employes, continues to be a fruitful cause of trouble and one of the most difficult with which the Board has to deal. During all the experience of the Board, we have failed to see any good results from such a course, but have noticed very harmful consequences in a number of cases where such recognition was withheld. The most important and prolonged strikes of the year, involving the most extensive interests and the largest number of workmen and causing the greatest financial loss, and attended by the most serious results, were caused by the refusal on the part of employers to deal with the committees or officials authorized by the workmen to represent them.

In two instances during the year where the Board exerted itself to bring the employers and employes together in friendly intercourse in time of strike, the committee representing the workmen declined our services and refused to attend such meeting to discuss and settle their grievances, notwithstanding in each case the employer was ready to confer with the local or general officers of the union.

We have no means of knowing and do not express any opinion as to whether the strikes referred to were prolonged by the refusal of the committees to meet the employers, but it is fair to assume that their action did not improve matters, or tend towards friendly relations or early settlements.

The right of representation should be recognized by both employer and workmen, whether organized or unorganized, and when differences arise, or changes in working conditions are desired by either side, they should confer with each other in a conciliatory spirit.

Personal meetings between employers and employed cultivate per-

sonal acquaintance between them, remove feelings of suspicion and mistrust, increase their respect for each other and tend to establish harmonious relations. In short, each side is benefited thereby. Could there be a more general acceptance of these facts, strikes and lockouts would be less frequent.

Referring to the subject of local arbitration we invite your attention to the following extracts from our report for 1904:

"We again invite your attention to that feature of the statute authorizing a 'local board of arbitration and conciliation.' While the law provides for such local arbitrators, there is no definite provision for their compensation unless such payment is approved by the city or county authorities. The law on the subject follows:

"Section 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference that is the subject of arbitration exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration."

In two instances where local boards of arbitration were selected on our advice, and where valuable service was performed, the city council and county commissioners refused to pay for such service.

In other instances again where the employers and workmen had agreed to submit their grievances to a local board of arbitration, we were unable to secure the service of local arbitrators, owing to the fact that their pay was not assured. In view of these facts, we suggest that the law relating to this matter be amended to read as follows:

"Each of such local arbitrators shall receive from the treasury of the county in which the controversy or difference exists the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration and his necessary traveling and other expenses, and the State Board shall certify the amount due each of such local arbitrators to the auditor of the county who shall issue his warrant upon the treasurer of the county for the said amount."

We feel justified by the importance of the subject, in calling attention to the following language from our report of 1898:

"We desire to call your attention to the neglect or indifference of mayors and probate judges as to the duties imposed upon them by Section 13 of the arbitration law, which provides:

"Whenever it is made to appear to a mayor or probate judge in this State that a strike or lockout is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the State Board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employees involved, so far as his information will enable him to do so."

In requiring the mayor or probate judge to give such notice, it was evidently the purpose of the law that the Board should receive prompt and official information, in order that it might put itself in immediate

communication with the parties, and endeavor to avert threatened strikes, and promptly settle such disputes as may have occurred. The failure to "notify the State Board" deprives it of the opportunity to act in the earlier stages of labor disputes, while friendly relations exist between the parties, and settlements are comparatively easy, and in certain cases lead to long drawn out and bitter strikes, involving heavy loss to employers, employes and the community in general.

And also to the following from our report of 1904:

"One embarrassing feature of our work is found in the frequent reluctance and failure of those most interested in the restoration of peaceful relations promptly to put the Board in possession of the necessary information concerning such disturbances. It is infinitely more difficult to deal with disturbed conditions in the industrial field after the disturbances have occurred and the ruptures have begun to broaden, than when taken in their incipient stages and while work is still progressing. Idle works and idle men invariably present difficulties in our way which seem at first insurmountable. But when we are called upon to deal with men still employed and works still in operation, peaceful solutions are promising and comparatively easy. We take this occasion to emphasize what we said in our last preceding report concerning the importance of prompt action by those officers who are charged by the statute with the duty of making this Board acquainted with the fact as soon as a labor trouble has occurred or is threatened."

In exercising the offices of mediation and arbitration, committed to this Board, it is in a majority of cases necessary to a successful exercise thereof, that all its members participate; whereas it actually occurs in many cases that by reason of insufficient appropriation, one member is required to do, or attempt what the law contemplates should be done or attempted by the entire Board; resulting at times in failure where success would otherwise be sure to result. The effect is an enforced neglect of such duties by a majority of its members as are necessary to success.

On several occasions, during protracted labor troubles involving extensive interests and large numbers of workmen, or which were attended by strife and bitterness and endangered life and property, the Board would, but for lack of funds, have investigated the cause of, and ascertained which party was responsible for the strike or lockout, and assigned such responsibility and published its conclusions in the matter as authorized by the statute.

The interest involved in a controversy between capital and labor, the importance of prompt action and (if possible) immediate settlement of all differences, the resumption of work, the restoration of harmony between employers and employes, demand that instead of being meager, the appropriation for the Board should be sufficient to permit the full exercise of all duties imposed upon it by the law.

Respectfully submitted,

SELWYN N. OWEN,

NOAH H. SWAYNE,

JOSEPH BISHOP,

State Board of Arbitration.

REPORTS OF CASES.

CARNEGIE STEEL COMPANY.

YOUNGSTOWN AND GIRARD.

By reference to our annual report for 1904, it will be observed that the strike of the skilled workmen at the mills of the Carnegie Steel Company located at Youngstown and Girard, which commenced August 20th, 1904, was unsettled at the time of closing the report December 31st.

For several months the company had been operating the mills with imported non-union men, but doing so at great disadvantage and expense, having to provide board and lodging for them inside the works. This condition was somewhat improved early in the year when the company built a hotel or boarding house for the accommodation of its employes and continued to operate its mills with non-union labor, and while a number of the old hands deserted the union and returned to work, the new year opened with little or no substantial change in the strike situation from that set forth in our last report.

This general condition prevailed until the latter part of July when, upon the request of the local lodges directly affected, the executive board of the Youngstown district of the Amalgamated Association of Iron and Steel Workers formally declared the strike off. That did not, however, open the mills to union workmen. This could only be done by the National Advisory Board of the Association after the lodges affected by the strike had requested such action. This was done, and on July 31, the mills were declared open on the following conditions:

"That union wages be received, and that all men returning to work keep in good standing in the A. A., and that all grievances shall be settled by a committee of the men. This to go into effect only when a majority of the members of the lodges directly affected shall so decide by a majority vote."

The above conditions were accepted by a large majority of the men and the mills of the Carnegie Steel Company were declared open to members of the Amalgamated Association, after they had been on strike for almost a year.

HARRIS AUTOMATIC PRESS COMPANY.

NILES.

The strike of the machinists in the employ of the Harris Automatic Press Company at Niles, which commenced January 6, 1904, was still unsettled when we closed our report for the year.

As indicated in our last report, the company claimed to have filled the places of all the old hands with non-union men and was operating their establishment in all departments.

The strikers persevered in their efforts to induce the new men to refuse employment or quit work, and so the strike continued until almost the end of the present year, when we were informed, the company appealed to the courts and secured an order forbidding the strikers from picketing the approaches to the works, or in any way interfering with or molesting the employees, and thus matters stand after a strike of almost two years.

KELLY ISLAND LIME AND TRANSPORT COMPANY.

MARBLEHEAD.

On Friday, March 10th, the Board received the following telegram:

MARBLEHEAD, OHIO, March 10th 1905

JOSEPH BISHOP, *Secretary,*
State Board of Arbitration,
Columbus, Ohio.

Strike here. Come at once.

GEORGE J. EBERWINE, *Mayor.*

To the above message, we sent the following telegraphic reply:

COLUMBUS, OHIO, March 10, 1905.

HON. GEORGE J. EBERWINE,
Mayor, Marblehead, Ohio.

Telegram received. Will endeavor to visit Marblehead to-morrow.

JOSEPH BISHOP, *Secretary.*

The Chairman and Secretary of the Board visited Marblehead, on Friday, March 11th, and at once put themselves in communication with the representatives of the company and the men.

It was learned that on Thursday, March 10th, the company discharged the man in charge of the boilers on the night turn for sleeping during working hours, and otherwise neglecting his duties in not giving proper attention to the boilers and keeping up sufficient steam to operate the machinery. The men in the employ of the company were members of Marblehead Federal Labor Union, No. 11,818, American Federation of Labor, and demanded the reinstatement of the discharged workman, and this being refused, the seven hundred employees immediately declared a strike, which continued only one day.

The speedy termination of the strike was due to the efforts and influence of Rev. V. A. Chaloupka, who promptly returned the men to work and persuaded the parties to settle the dispute by arbitration.

When the members of the Board arrived at Marblehead, they were gratified to find the works in operation, and to learn that local arbitrators had been agreed upon. By request of each side, the Chairman and Secretary of the State Board attended the meeting of the local board of arbitration and gave such advice as occasion required. The hearing was held on the afternoon of March 11th, and was conducted in a manner highly creditable to all concerned. The arbitrators were unanimous in the conclusion that the company was justified in its action and the men accepted the result and continued work without further contention.

In closing the report of this case, we desire to commend Rev. V. A. Chaloupka, for his sound advice to the workmen, his prompt action in returning them to work and his valuable service in bringing about the arbitration of the controversy.

We also take this opportunity to express our appreciation of the spirit of fairness and equity manifested by the company and its employees in agreeing to arbitrate their differences, which otherwise would probably have resulted in an extended strike and caused serious loss, not only to themselves, but to the entire community, and we have pleasure in recommending their action to employers and employees throughout the state.

COPPERSMITHS' UNION, NO. 8.

CINCINNATI.

On the 17th of March, the members of Coppersmiths' Union, No. 8, Cincinnati, went on strike for the scale of wages and the agreement existing between them and the Master Coppersmiths during the year ending on the above date.

The Chairman and Secretary of the Board visited Cincinnati, and learned from reliable authority, that the strike affected nine firms, who employed in the aggregate about one hundred men. One of the firms involved in the controversy was located in an adjoining state and therefore beyond our jurisdiction.

It was also learned that the coppersmiths were not all involved in the strike, but only those employed in union shops, and that one of the largest establishments in the city employed non-union workmen who refused to join the movement, thus reducing the number of men on strike to about sixty.

The following is a copy of the agreement demanded by the union :

COPPERSMITHS' UNION NO. 8.

CINCINNATI, OHIO, March 11, 1905.

To the Master Coppersmiths of Cincinnati, Ohio, and vicinity.

DEAR SIRS:—Herewith you will find a copy of resolutions adopted by Copper-smiths Union of Cincinnati, Ohio, and vicinity, to take effect on and after March 17, 1905.

1. *Resolved*, That nine (9) hours shall constitute a day's work on all shop work for the first five days of the week, and eight (8) hours on Saturday.

2. *Resolved*, That nine (9) hours shall constitute a day's work on all outside work and all traveling time shall be included in the nine (9) hours.

3. *Resolved*, That wages shall not be less than three and one-half (\$3.50) dollars per day.

4. *Resolved*, That all overtime must be paid double in every instance. This includes Night, Sunday and Legal Holiday work.

5. *Resolved*, That legal holidays are, New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas, Thanksgiving Day, and Washington's Birthday.

6. *Resolved*, That piece work of any kind is prohibited.

7. *Resolved*, That all copper work and repair work must be done by copper-smiths and apprentices only, as it is detrimental to the trade when mechanics, other than coppersmiths or apprentices, construct or repair the work to be done.

8. *Resolved*, That no more than two (2) apprentices shall be allowed one firm or corporation with which the union has an agreement.

9. *Resolved*, That apprentices must not be under sixteen (16) or over eighteen (18) years of age at the time they sign their contract for their apprenticeship.

10. *Resolved*, That apprentices must serve four (4) years to become a coppersmith journeyman.

11. *Resolved*, That an agreement must be made between the firm and the apprentice, also be signed by parents or guardian. The union to preserve a duplicate of same agreement.

12. *Resolved*, That any shop having more than two (2) apprentices at the time of this agreement must be decided by an arbitration committee of employers and employees belonging to this union.

13. *Resolved*, That helpers or others excluding coppersmiths or apprentices will not be allowed to infringe on copper work.

14. *Resolved*, That firm shall furnish sleeper for night travel, and also meals, and pay for one day's time (9) hours out of every 24 hours including Sundays.

15. *Resolved*, That any coppersmith belonging to Coppersmith Union No. 8, who is given work on the outside, shall have his board and lodging paid by the firm, also railroad fare.

16. *Resolved*, That fifty (50) cents an hour must be paid to any copper-smith journeyman or apprentice working in or about a white or red lead factory, also, that same coppersmith or apprentice must not be compelled to undermine his health in such a factory (with the exception of an entirely new plant).

17. *Resolved*, That no coppersmith shall be employed unless he has the proper credentials.

18. *Resolved*, That these resolutions shall take effect on the 17th day of March, 1905, to remain in force until the first day of May, 1906, and destroy all previous resolutions.

Respectfully,

J. H. MALLOY, *Cor. Sec'y.*

The Committee on Resolutions, Coppersmiths' Union No. 8.

One of the leading firms involved in the strike sent a formal reply to the foregoing resolutions, which we were informed expressed the views of other employers who had made answer to the union.

The following is a copy of the communication referred to:

CINCINNATI, OHIO, March 15, 1905.

Coppersmiths' Union, No. 8, Cincinnati, Ohio,

GENTLEMEN:— We received your communication of the 13th, and wish to state, that as the scale of wages you ask, and have been receiving for the past year, has been higher than that paid by Master Coppersmiths in other cities, and as we have to compete with them, we would suggest that you consider this matter before again signing a scale for another year.

We are ready to consider any Union scale that is universally accepted by the Master Coppersmiths of the different cities that we have to compete with, as during the past year we have lost trade that has been with us for years, on account of the lower Union wage scale paid by Master Coppersmiths in other cities.

Hoping you will give this your kind consideration and awaiting your reply, we remain,

Yours respectfully,

THE F. C. DECKEBACH SONS CO.

As will be observed by the above letter, the employers were not opposed to the union, but on the contrary, were willing to recognize it and negotiate with it, and only required that they be given equal opportunity with others in the same line of business and that the scale of prices demanded by the Cincinnati Union should be uniform and apply to their competitors in other localities.

Instead of this, however, the Master Coppersmiths at Cincinnati declared the union workmen discriminated against them and by so doing enabled outside employers to underbid them, as shown by the fact that the union had established a scale at Louisville, Chicago and other places, of three dollars a day, or fifty cents per day below the Cincinnati price. They also complained that the men went on strike not only without previous notice, but without requesting or permitting friendly negotiations or discussion of their demands. They expressed a desire to settle the controversy and a willingness to meet the officials of the union and accept the union scale, provided the same wages and conditions would apply to their competitors outside of Cincinnati.

The members of the Board called upon a representative of the union who informed them that all the Master Coppersmiths had made formal

answer to the demand of the union and that their communications indicated they did not intend to sign the agreement, or pay the old scale, but on the contrary intended to resist the demands of the union and inaugurate a lockout to reduce wages, and therefore the men were justified in going on strike to maintain the scale of wages; that the agreement in force at Chicago and Louisville, would terminate about the first of May, and when the new scale would be made for those places, the differences between the workmen and employers of Cincinnati would be considered and a settlement effected.

The Board endeavored to arrange a conference between the parties but the representative of the union objected to such meeting at that time and declined the good offices of the Board, saying that "the union did not desire a conference until after a new agreement had been made for Chicago and Louisville."

There was no change in the attitude of either side until April 1st, when the men returned to work and continued operations for two weeks when they again ceased work and renewed the strike for the scale submitted by the union on March 11th.

This second strike continued until May 1st, when four or five of the Master Coppersmiths signed the agreement and thus settled the trouble in their shops. The proprietors of other shops, however, refused to sign the scale and demanded an "open shop," and in consequence their employes continued the strike until about June 1st, when we were informed the men returned to work on the terms offered by the employers.

This case furnishes the only instance in the experience of the Board where the workmen did not desire and declined to attend a conference with their employers, notwithstanding the employers desiring the conference were not only friendly to the union but were ready to meet its representatives and negotiate a settlement with them.

SENECA GLOVE AND MITTEN MANUFACTURING COMPANY.

TIFFIN.

On Thursday, March 23d, the Board learned through the public press that about one hundred girls employed by the Seneca Glove and Mitten Manufacturing Company, located at Tiffin, were on strike for the reinstatement of one of their number who had been discharged for talking during working hours.

Telephone communication with the mayor of Tiffin confirmed the newspaper reports, and on Friday, March 24th, the Secretary of the

Board visited Tiffin and at once communicated with the superintendent of the works and the representatives of the employes.

The company stated that the discharged employe had repeatedly violated shop rules and had neglected her work and annoyed and interfered with the work of others, notwithstanding she had been warned against such neglect and violation of rules; that it did not desire the girls to refrain from talking during working hours, but on the contrary they were expected to talk, the management only required that their conversation would not be so constant and boisterous as to interfere with their work.

On the other hand, we have the statement of the employes that they were not permitted to talk during working hours, and would be suspended if they violated the rule; that they were charged one cent each for all broken needles, and were also required to pay for bobbins, shuttles and shuttle races, and were charged one cent each for all "cripples" (imperfect gloves and mittens) and were paid only one quarter cent each for repairing the same.

The girls entered serious protest against the factory being conducted as a prison or as a sanctuary where personal conversation was not allowed, and also against the rule of the company that they should not talk during working hours, and declared that such management was not only arbitrary but cruel, and they would not submit to it.

The Company refused to reinstate the discharged employe, and this being made known to those on strike, and also that the management was perfectly willing that they should talk while at work and only desired that their conversation should not interfere with their duties, the strikers reconsidered their action and returned to work.

The strike was of short duration, having continued only two days, and while it did not cause serious loss to either side, it was the means of removing misunderstandings between the company and its employes and brought about a more friendly and harmonious feeling between them.

CARPENTERS AND JOINERS.

PORTSMOUTH.

On Saturday, April 1st, the Board was informed that about one hundred and fifty carpenters were on strike at Portsmouth, and on the following day received a request for its services in adjusting the matter. The Secretary visited Portsmouth at once and was cordially received by both employers and employes.

It was learned that the contractors, about twenty in number, were with few exceptions, members of the Portsmouth Contractors' Association, and employed in the aggregate about two hundred carpenters, nearly

all of whom were members of Local Union, No. 437, United Brotherhood of Carpenters and Joiners of America.

We were informed by the committee representing the carpenters that during the year ending March 31st, they worked under an agreement drafted and submitted to them by the contractors, providing for 27 7-9 cents an hour, or \$2.50 per day of nine hours; that for the year commencing April 1st they desired an eight hour work day, and the same rate per day, they had previously received for nine hours, being an advance from 27 7-9 cents to 31½ cents per hour; that the wages paid to carpenters at Portsmouth, was below that paid for the same class of mechanics at other places, and that rents and household expenses had advanced to such a figure that they were justified in demanding increased pay; that the new agreement was submitted to the contractors about the middle of February, thus giving ample time for its consideration, and as no answer had been received from the contractors, the carpenters ceased work on Friday, March 31st, when the old agreement terminated; that several independent contractors had signed the new agreement, and while they felt that other employers would soon accept the terms, they were willing to meet them and endeavor to arrange a basis of settlement.

The following is a copy of the agreement adopted by the carpenters' union and submitted by it to the contractors:

ARTICLE OF AGREEMENT.

ARTICLE OF AGREEMENT BETWEEN LOCAL UNION 437 OF U. B. OF C. AND J. OF A. AND THE BUILDING CONTRACTORS OF PORTSMOUTH, OHIO.

Union No. 437 agrees to work in harmony with all contractors who sign this contract and comply with Scale of Wages herein specified and abide by all conditions herein stated, for a period of one year, beginning April 1, 1905, ending April 1, 1906.

Eight (8) hours, beginning at 8 A. M. to 12 M., 1 P. M. to 5 P. M. (sun time) shall constitute a day's work.

All Journeymen Carpenters shall receive 31¼ cents per hour, bosses or foremen (left in charge of work) shall receive 35 cents per hour.

Apprentices shall have their wages set by contractor, or decided by a committee of three (appointed by Union 437) and contractor, he, (the apprentice) may be working for at the time.

All union men shall be paid for over time at the rate of time and one-half (1½). Double time for Sundays, Fourth of July, Labor Day and Christmas.

No union man shall be permitted to work with non-union carpenters.

We, the Contracting Carpenters of the city of Portsmouth, Ohio, do hereby agree to pay (31¼) cents per hour to all Journeymen Carpenters and 35 cents per hour to Bosses or Foremen left in charge of work, commencing April 1, 1905, ending April 1, 1906, and to comply with all other conditions herein specified.

It is further agreed, that there shall be a standing committee of three (3) members from both Contractors and Union 437 to serve during the term of this contract.

This committee shall be known as the "Arbitration Committee" and to whom all disputes between Carpenters and their employers, shall be submitted. The decision of this committee to be binding on all parties herein concerned. When this committee fails to reach an agreement each side shall select one (1) disinterested party, these two to select a third as umpire, and their findings from all evidence submitted, shall be binding on all parties concerned.

The parties to this agreement, agree to comply with all requirements herein stated, for a period of 1 year, commencing April 1, 1905, ending April 1, 1906. In witness thereof the parties to this agreement, through their respective Presidents and Secretaries have hereto signed their names, on behalf of all concerned.

Union No. 437: Pres.....

Sec.....

Contractors: Pres.....

Sec.....

The following public statement issued by the carpenters' committee will explain itself:

PORTSMOUTH, OHIO, April 1, 1905.

As all communications through the papers, up until the present, have been carried on one side, we think it is fair to the Carpenters' Union to publish our side of the story.

"The demand that the Union has made on the contractors will, even if it is granted, not put the carpenters of our city on equal footing with the trade in other cities of a like size.

Our demand was for the eight hour work day at the same wages as are now paid, \$2.50 per day.

The contractors, known as the Contractors' Association, having been given due notice, have waited until the last moment, and then asked for thirty days more time which the union does not feel it should grant.

The Union has, and always has had, a committee of three members whose duty it is to try and prevent trouble of any kind, and they are willing now, or at any time, to take up any dispute that may arise.

Respectfully,

ROBERT ROBERTS,

JOHN HASTING,

THOS. W. ROYSE,

Committee."

On the other hand, we have the statement of the contractors that the agreement demanded by the carpenters was handed to them by a representative of the union several weeks before the men went out, and at the same time they were informed that a committee from the union would call on them to discuss the subject and endeavor to arrange terms of work for the year beginning April 1; that the committee failed to meet them, notwithstanding the contractors were ready to recognize the union and enter into a new agreement with it for the coming year, and if the committee had called upon them, satisfactory arrangements would have been made; that the buildings in course of construction, and other contracts entered into, were based on the hours and wages of last year, and while the contractors could not accede to the demands of the carpenters without serious financial loss, they had offered, and were willing to pay an ad-

vance of twenty cents per day and continue the nine hour work day; that notwithstanding the men went on strike without previous notice of their intention to do so, the employers were ready to meet the representatives of the union, employ union men and enter into a fair working agreement with them.

The committees representing the Contractors' Association and the Carpenters' Union promptly yielded to our request for a conference, which was held on Monday, April 3d, and continued from time to time until Wednesday, April 5th.

During the progress of the meetings the contractors proposed to pay 30 cents per hour and to continue the nine hour work day, being an advance of twenty cents per day. This was not acceptable to the carpenters who insisted upon 31½ cents an hour and an eight hour work day.

These offers having been declined, it was agreed that each committee should prepare a written proposition covering all matters of difference, and accordingly the following was submitted:

CONTRACTORS' PROPOSITION.

We, the committee from the Contractors' Association, make the following proposition to Local Carpenters' Union 487.

First—Nine hours shall constitute a day's work, beginning at six-thirty A. M., allowing one hour for dinner, from eleven-thirty A. M. to twelve-thirty P. M., and from twelve-thirty to four-thirty P. M.

Second—The wages for recognized journeymen to be at the rate of thirty cents per hour, or two dollars and seventy cents per day. Foremen on job to receive thirty-three and one-third cents per hour, or three dollars per day. The wages of apprentices to be whatever he and his employer may determine. When a journeyman is not considered worth the regular wages for his class after being reported to the Local Union Grievance Committee by two of the contractors, he shall be placed where he belongs in the apprentice class.

Third—The walking delegate is not to come on jobs and engage the men in conversation during working hours.

Fourth—That all journeymen shall have a full set of tools at his work, and if they spoil or destroy any material in their work, he or they shall pay for it, unless it be an accident.

Fifth—Each contractor or firm of contractors, shall be entitled to hire a superintendent, or foreman, a man not a member of the union, the number of such superintendents to be stipulated in the contract.

JOHN M. WILLIAMS,
J. W. SMITH,
THOMAS O. MANN,
Committee.

CARPENTERS' PROPOSITION.

First—Nine hours shall constitute a day's work.

Second—31 1/9 cents per hour, or \$2.80 per day shall be a day's wages for journeymen carpenters.

Third—Bosses or foremen on a job, shall receive \$3.25 per day, and must be union men.

Fourth — When it is clearly proven that a carpenter has in his possession a journeyman's card, and is not entitled to the same, that he may on authority of the Arbitration Committee of Union 437, be reduced to the apprentice class.

Fifth — Apprentices shall have their pay set by the contractor, or in case of dispute, by the contractor and the Arbitration Committee of Union 437.

Sixth — All contractors to employ only union men, and in no case shall a union carpenter work with a non-union carpenter.

Seventh — A committee of contractors and a committee from the union shall meet 90 days before the expiration of this contract to decide on what shall be the wages and hours for the ensuing year. They shall agree fifteen days before the contract expires, or the contractors and Local Union 437, shall each appoint one disinterested party and those two to select a third, and the finding of this committee shall be binding on all parties herein concerned.

Eighth — This contract to be in force as soon as it is properly signed and continue in force until April 1, 1906.

(NOTE — The Carpenters' Committee did not sign the above proposition, but were ready to do so, if the contractors had agreed to do it.)

Neither side would accept the offer submitted by the other. The contractors were firm in their refusal to pay the wages demanded by the workmen, and the carpenters were equally firm in declining the terms offered by the contractors, and in consequence they did not at any time reach an understanding. There is reason to believe, however, that, if they had agreed on the wage question, all other matters would have been satisfactorily adjusted.

Finding the parties were unable to agree, the Secretary of the Board urged them to submit their differences to three disinterested persons for arbitration, and each side to abide by the decision and that operations be resumed at once pending the award of the arbitrators.

This was accepted by all concerned, and the members of each committee verbally agreed to such method of settlement. It was further decided that work should be resumed on Wednesday morning April 5, and in the meantime, the Secretary of the Board was to prepare type-written copies of the arbitration agreement, which the two committees agreed to sign at 10 o'clock A. M. on the above date.

The following is a copy of the agreement submitted by the Secretary to the joint committee on Tuesday evening, April 4th, and which the members of such committee agreed to sign the following morning:

AGREEMENT.

Memorandum of agreement entered into this 4th day of April, 1905, by and between the Contractors' Association of Portsmouth, Ohio, and Local Union No. 437, United Brotherhood of Carpenters and Joiners witnesseth, that:

WHEREAS, Certain differences exist between the Contractors' Association of Portsmouth, Ohio, and Local Union No. 437, U. B. of C. and J., which has caused a strike and a suspension of building industries, and

WHEREAS, The organizations above named desire a prompt and amicable adjustment of the matters which now divide them, and being unable to agree

upon terms and conditions of work, it is hereby mutually agreed to submit said differences to a Local Board of Arbitration for settlement.

Said Local Board of Arbitration, shall be composed of three disinterested persons and shall be selected as follows:

The Contractors' Association shall select one, and Local Union No. 437, shall select one, and the two thus selected shall choose the third, who shall be the Chairman of the Board; and any expense attending the arbitration of the dispute shall be equally divided between, and paid by the Contractors' Association and Local Union No. 437.

The Local Board of Arbitration herein provided for, shall consider and decide the following questions:

1. The proposition submitted by the Contractors' Association to Local Union No. 437, which is attached hereto and marked "Exhibit A."

2. The proposition submitted by Local Union No. 437, to the Contractors' Association, which is attached hereto and marked "Exhibit B."

It is further agreed that the decision of the Local Board of Arbitration in the matters submitted to it as set forth in "Exhibit A" and "Exhibit B," shall be accepted and binding upon the members of the Contractors' Association and the members of Local Union No. 437, and work shall be resumed on Wednesday morning, April 5, and shall continue without interruption by strike or lockout, pending arbitration until the decision of the Local Board of Arbitration which shall continue and remain in force until April 1, 1906.

It is further agreed that the decision of the Board of Arbitration herein provided for, shall bear date of April 5, 1905, and all pay for work performed from and after said date shall be made accordingly.

Signed for the Contractors' Association.

Signed for Local Union No. 437, U. B. of C. & J. of A.

Accordingly, the committee representing the Contractors' Association and Carpenters' Union, No. 437, met on the morning of April 5, but instead of signing the foregoing agreement to which they had previously assented, the carpenters demanded that an amendment be added providing, that the Contractors' Association would guarantee to pay any amount that may be due to any individual workman under the decision of the arbitrators, from the time they returned to work on April 5, to the date of the award. They also proposed to refund to the contractors any amount in excess of the award that might be paid by employers.

The contractors refused to accept the proposed amendment, and declared the agreement was in all respects the same as the committee had previously decided upon. They were ready to sign it and desired the carpenters to do likewise.

The Secretary of the Board explained to the carpenters' committee, that pay for work performed, was a question between the employer and the employes directly involved, and not between the organizations to which they belonged, and the purpose of the proposed amendment was provided for by the terms of the agreement and that when the contractors' committee signed the agreement, it would be binding on all members of the Association. He also urged the carpenters' committee to withdraw

their amendment and sign the agreement, but all to no purpose, and immediately afterwards, they withdrew from the meeting, the men were called from their work and the strike was renewed.

The following is a copy of the public statement issued by the carpenters' committee as to the causes leading to the breaking off of negotiations:

WEDNESDAY, April 5, 1905

"The union having decided to instruct all members to return to work on this, the fifth day of April, and notifying men that an agreement had been drawn, that each—the committee from the union and the committee from the contractors, appoint one disinterested party, these two men to appoint a third, the decision of this committee to be binding upon all parties concerned.

The committee from the union having selected their man to represent them on that committee and having reported at the time and place such contract was supposed to be signed, the point was raised that if this committee decided that nine hours was a day's work and that \$2.25 was a day's wages, that the union would through its committee return the money that each contractor had overpaid any or all men, during the time previous to the report of this committee on arbitration. And the committee from the union asked that the contractors through this aforesaid agreement, would insert a clause into this agreement that the contractors would agree to assume a like responsibility.

The contractors' committee absolutely refused to make any such agreement, whereupon all negotiations were immediately broken off.

JOHN HASTINGS,
THOS. W. ROYSE,
ROBERT ROBERTS.

Soon after negotiations were broken off, the Contractors' Association held a meeting, and, as we were reliably informed, declared their purpose to operate open shops, and within a few days, the following statement appeared in the public press:

To whom it may concern:

The undersigned have individually agreed that they will guarantee that any mechanic who may be at this time in the employ of any of the undersigned, or who may become so in the future, shall not be discharged, except for incompetency or cessation of work.

For the benefit of the public, we beg to say, that our Committee met with the Committee of the carpenters' union and agreed upon a plan, whereby a settlement could be made, the same being drafted by a member of the State Board of Arbitration, and was agreed upon by both committees, the same to be signed when type-written the following morning, on arrival of which time the Union Committee refused to sign, and negotiations ceased, and an open shop was declared.

And notwithstanding the report to the contrary, that none of the undersigned have signed any scale.

H. LEET & COMPANY,
WILLIAMS & MILLER,
THOS. M. JOHNSON AND SON,
W. C. BUSSA,
E. A. HODGE,

SMITH LUMBER COMPANY,
WM. BRADLEY,
I. R. SMITH,
ISAAC F. MEAD,
W. W. DONALDSON.

Being unable to persuade the parties to renew negotiations after their unfortunate disagreement on April 5, the Board discontinued its efforts for the time being, but endeavored to keep in touch with the committees, and on April 13, sent a copy of the following letter to representative contractors and carpenters:

STATE OF OHIO,
OFFICE STATE BOARD OF ARBITRATION.

COLUMBUS, OHIO, April 13, 1905.

Mr.,
Portsmouth, Ohio.

DEAR SIR:—As we have not received any information regarding the carpenters' strike in your city, since I left there on Wednesday last, and as we feel deeply interested in the matter and desire a speedy and friendly settlement of the controversy, we will thank you to inform us on the subject.

What is the present situation? Have the contractors or the carpenters changed their attitude with reference to the terms of settlement, and what is the prospect for an early adjustment?

If the further service of this Board is desired, or will be accepted, we will be pleased to render any assistance we can to bring about a prompt and amicable settlement of the trouble.

Requesting an early reply, I am

Very respectfully,

Jos. BISHOP, *Secretary.*

This is the first time in the experience of the Board that either employers or employees failed to carry out the terms of settlement after a mutual agreement had been reached. In this case the agreement to arbitrate was highly commendable to all parties and it is reasonable to assume, that, if the carpenters' committee had signed the agreement, the results would have been satisfactory to all concerned. Their failure to do so, however, was alone responsible for the renewal and continuance of the strike.

BRIDGE AND STRUCTURAL IRON WORKERS.

CINCINNATI.

On April 1st, 1905, about one hundred and fifty members of Bridge and Structural Iron Workers' Union, No. 44, employed in the construction of buildings at Cincinnati went on strike for a reduction from nine to eight hours per day, an increase in wages and a uniform rate of fifty cents an hour. Three days later, the inside workmen, members of Local Union, No. 47, of the same general organization, demanded increased pay and a reduction of working hours, and this being refused, they also ceased work, thus causing a suspension of the structural iron industry of the city. The strike affected nine different firms, all of whom were members of the Architectural Iron League. The union claimed that

almost 400 men were directly and indirectly involved, while the employers said that not more than 250 were out.

The Chairman and Secretary of the Board visited Cincinnati on Thursday, April 6th, and at once communicated with the representatives of the employers and the workmen and tendered their good offices to arrange a conference and promote an amicable adjustment of all differences.

The union officials accepted our proffer and desired us to arrange a meeting for them with a committee or the officers of the Iron League. This was not acceptable to the employers' organization which declined to meet or deal with the union or any of its representatives.

The Board continued its efforts to bring the parties together until April 10th, when the Secretary attended a meeting of the Iron League and endeavored to show the employers the benefit of meeting with representative workmen, in removing the cause of discontent, preventing strikes and lockouts, promoting good will and harmonious operations and appealed to them to agree to a conference with the representatives of their employes and assured them that such meeting would open the way for a friendly understanding, but all to no purpose. The Iron League declined our good offices and again refused to confer or negotiate a settlement with the union.

The employers informed the Board that the wages paid to shop men last year, varied from $16\frac{3}{4}$ to $33\frac{1}{2}$ cents per hour, for a ten hour day, according to the grade or class of work, and when the scale for the year beginning April 1st, 1904, was entered into, the workmen were members of the Metal Workers' Union, and that during the year they severed their connection with that organization and united with the Bridge and Structural Iron Workers; that notwithstanding the exaggerated demands of the shopmen for a reduction from ten to nine hours per day and an average increase in pay of about twelve per cent., they were willing to negotiate a settlement with them as members of their former organization, but would not confer with them as members of the Structural Iron Workers' Union, and unless the men promptly returned to work, they would employ new men.

The following is a copy of the scale of prices and working agreement required by the inside workmen of shop men:

CINCINNATI, Ohio, February 18, 1905.

At meeting of Executive Committee appointed by Local No. 47 of Bridge and Structural Iron Workers, the following suggestions were adopted and approved by this committee, and were adopted by said Local 47:

Suggestion 1. That the proposition of scale wages to be presented to the Arch. Iron League, read as follows:

Clause 1. Nine hours constitute a day's work, between the hours of 7 A. M. and 5 P. M. Time and one-half overtime; double time for all Sunday work or legal holidays, such as New Year's day, Fourth of July, Thanksgiving day and

Christmas day. Labor day should be noted as a day of no work whatsoever. This clause also applies to men sent out of the city, but only to such as are sent from the respective shops.

Clause 2. Car fare to be paid by firms to men sent out of the shops for a greater distance than one mile.

Clause 3. The firms to pay all railroad fare and board and lodging to men sent out of the city.

Clause 4. Individual firms to recognize the shop Committee of their respective shops. All shop Committees to be appointed by the Union and the individual firms informed of the names of said Committee.

Clause 5. Individual firms to employ no men in shop except members of said Local 47., when vacancies exist, as long as they are able to supply the men.

Clause 6. Two boys to be allowed to each shop, and in addition one boy to every six mechanics. All boys of twenty-one years of age may join the union.

Clause 7. Saturday to be regular pay-day in all shops, and all money to be delivered to the men on the outside at the place or building at which they are at work.

Clause 8. Following to be the minimum rate of wages for the following classes of inside workmen:

Class A. All layers off, First Class Finishers, Ornamental and General Blacksmiths, 37 1-27 cents per hour. All second class Finishers, 33 1-3 cents per hour.

Class B. All Riveters (machine or hand) and First Class Punch and Shear Hands, 27 7-9 cents per hour.

Class C. All Assemblers, First Class Helpers and other Machine Hands, 22 2-9 cents per hour.

Class D. All laborers, 18 52-54 cents per hour.

Clause 9. Classification of men to be made according to the work they are employed to do.

As to the outside or erection men, the employers stated that the scale of wages for the year ending March 31st, 1905, was from 25 to 40 cents an hour for a nine hour day, and that the new scale demanded by the union, provided for a reduction from nine to eight hours per day, an advance in wages and that all workmen be placed on an equal footing and receive a uniform rate of fifty cents per hour; that the proposed scale of prices and working rules were so unreasonable and extravagant that the employers could not consider or accept, and having failed to reach an understanding with the union, they had decided to act independent and operate an "open shop," but in the employment of men they would give their old hands the preference. They refused the services of the Board and declared there was "nothing to arbitrate."

The representatives of the men stated that the scale of wages paid to Bridge and Structural Iron Workers at Cincinnati, was lower, and the working hours longer than almost any other large city in the country and there was no good reason why their employers should not pay the same wages and work the same hours as their competitors in other localities; that for several years, both the shop and the erection men endeavored by petition and other peaceable methods to improve working conditions in Cincinnati, but without success, the employers ignoring all appeals for the wages and hours prevailing in other cities; that the

workmen were skillful and the labor extremely dangerous, and as all other means had failed, they were justified in resorting to a strike to get the recognition granted to the Bridge and Structural Iron Workers by employers in other large cities throughout the country.

The outside men, those employed in erecting bridges and buildings, desired an agreement with their employers and submitted to them the following for their acceptance:

ARTICLES OF AGREEMENT.

BETWEEN LOCAL UNION NO. 44, INTERNATIONAL ASSOCIATION OF BRIDGE AND STRUCTURAL IRON WORKERS AND CONTRACTORS.

Made and entered into this.....day of..... nineteen hundred and.....between the firm of.....of the first part, and Local Union No. 44, International Association of Bridge and Structural Iron Workers of Cincinnati and District and the State of Ohio, of the second part, to go into effect on the first day of April, 1905, for a period of one year.

ARTICLE I.

SECTION 1. Witnesseth, that the party of the first part agrees that on and after April 1, 1905, until the first day of April, 1906, eight hours shall constitute a day's work and agrees to pay minimum scale of fifty cents per hour. For all time worked in excess of the hours fixed upon to constitute a day's work for one shift, time and a half will be paid, except as stated below. On Sundays through the year, July 4th, Labor Day, Thanksgiving, Christmas Day, New Year's Day, Washington's Birthday, Decoration Day or the days observed as these holidays, double time will be paid for any work within the twenty-four hours constituting the calendar day. No work shall be performed on Labor Day, except in case of dire necessity, when the property of the Company is in jeopardy and the service of the men is required to place the same in safe condition. Double time will be paid for any time worked on Labor Day.

SECTION 2. The party of the first part further agrees that in case of any trouble or misunderstanding between the parties of this agreement, that the difference shall be arbitrated, and the work shall proceed pending the arbitration under the condition of this agreement.

SEC. 3. The party of the first part further agrees to have pay-day every week, on Saturday, in case of discharge the man or men to be paid immediately, and in United States currency.

SEC. 4. The Arbitrators shall consist of three (3) disinterested parties, one selected by each party of this agreement and a third to be selected by these two, and a decision of the Arbitrators shall be binding on both parties, but none of the definite agreements of this contract shall be subject to arbitration. The decision of these Arbitrators shall be rendered within six working days.

SEC. 5. When the Company is the Original Company and sublets the work to another firm or contractor, the sub-contractor shall be subject to all the terms and conditions of this agreement.

SEC. 6. As far as the Company is concerned it will not object to the Business Agent of the Association visiting the work, providing such Business Agent does not talk or detain said employes over five minutes.

SEC. 7. Any iron unloaded in the jurisdiction of Local No. 44, by steam, electricity, or derrick, to be done by members of this Association.

SEC. 8. A sympathetic strike ordered by other trades, or by one of the central bodies where it is necessary to take part to protect Union principles, shall not be considered a violation of this agreement.

SEC. 9. All foremen and superintendents under yearly salary will not have to carry card representing the International Association of Bridge and Structural Iron Workers, but said men will not be allowed to handle tools pertaining to the erection of work claimed by the International Association of Bridge and Structural Iron Workers.

SEC. 10. Foremen and gang pushers working by the day must carry Union cards from the International Association of Bridge and Structural Iron Workers, and are to receive seven and one-half cents per hour more than journeymen members.

ARTICLE II.

SECTION 1. The party of the second part agrees that there shall be no limitation as to the amount of work a workman shall perform during working hours.

SEC. 2. There shall be no restriction as to the use of machinery or tools.

SEC. 3. The Association agrees to the employment of one apprentice to every seven Bridgemen and Structural Iron Workers on a job.

SEC. 4. It is understood and agreed that the jurisdiction of this Local extends to and covers all the work done within a radius of.....miles north,.....miles west,.....miles south,.....miles east from the Cincinnati Court House.

SEC. 5. That the Company shall be at liberty to employ or discharge, through its foreman, any journeyman members of the Association employed under the agreement as it may see fit, but no man is to be discriminated against in any way by reason of his connection in any way with a labor organization.

SEC. 6. The Association shall not discriminate against the Company by allowing its members to book with other contractors who have not signed a scale or wage equal to the scale agreed upon between the Company and the Association.

SEC. 7. When one shift is employed, the number of hours fixed upon to constitute a day's work may be worked between the hours of 7 A. M. and 4 P. M. In cases where the Company finds it to its advantage to shift the regular working hours on account of trains, tide, or other conditions affecting the work over which it has no control, it being understood, however, that the hours worked are to be consecutive, with only the usual interval cessation of work commonly known as the dinner hour.

SEC. 8. In case it is desired by the Company, two separate shifts may be employed on the same piece of work, paying each shift only the regular scale of wage agreed upon for the hours fixed as constituting a day's work. In case of working two shifts, the hours of work of the day shift may be arranged with the consent of the Company and the men as may be most advantageous, but the hours of employment of each shift shall not be less than the hours fixed upon to constitute a day's work. No member of the Association will be allowed to work in two shifts, unless he is paid overtime for all work performed in excess of the hours fixed upon as a day's work. No member shall be allowed to work over eight hours in any calendar day, unless he receives one and one-half price for all such overtime.

SEC. 9. Whenever two or more journeymen members of this Association are working together on a piece of work, a steward may be selected from one of their members to represent the Association. The man selected to act as Steward shall not leave his work, or interfere with workmen during working hours, and shall perform his duties as Steward in such a way as not to conflict with his duties as an employe of the Company.

SEC. 10. This Union strictly prohibits piece work of any kind, and will not tolerate it under any circumstances.

ARTICLE III.

SECTION 1. Each party of the agreement must notify the other party at least three months before its expiration, of any change of any character whatsoever, which may be desired for the ensuing year.

SEC. 2. The following branches of work are covered by this agreement:

The erection and construction of all steel and cast iron structures, ornamental or otherwise, viz: Bridges and viaducts, steel stacks, steel coal bunkers, ash, coal and ore conveyors, jail and cell work, steel grain elevators and tanks, car dumpers, steel stand pipes, steel water tanks, iron and steel bulkheads, steel towers, blast furnaces, including skip hoists and top riging, ash pans and ash hoppers. All structural work pertaining to stoves, gas meters and guide frames, and all steel and cast iron pertaining to buildings or in support of boilers, including foundation beams, columns, beams or girders, and structural work for safe deposit vaults; mullions steel or cast iron; also the wrecking of bridges, viaducts and steel buildings; also any work required to change or alter in field material shipped from shops, such as framing, cutting, bending and drilling, ornamental front work (solid or shell), corrugated sheet work when attached to steel frames, plates, anchors, caps, corbells, light lintels, etc. (Sec. 2). The erection and removal of all necessary false work, derricks, travelers and scaffolding, also moving and placing of heavy machinery in bridges and buildings, elevator cars, elevator pans, all gratings, bucks for hallways, iron partition, ceilings, callomean doors, metallic lathing, all iron work pertaining to concrete work, all steel corner beads, all iron flooring, rolling shutters and curtains, iron frames, doors, shutters, cast tiling. French frames, plates, overhead travelers, all wire work, railings, window guards and all fencing, hangers, clips and all bracket work.

The erection and construction of all ornamental and structural iron, brass and bronze, all grill works, sidewalk and vault lights, roof and towers, and elevator and dumb waiter enclosures, all iron fronts, metal furniture, mail chutes, all cast or wrought iron ventilators, iron stairways, fire escapes, iron or steel signs and all blacksmith work on buildings and the erection and construction of steel or iron work not herein mentioned.

SEC. 3. A riveting gang shall be composed of not less than four men, except where cold rivets are being driven.

Agreed to by—

Agreed to by—

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The officers of the union desired to meet the Iron League, or its representatives to negotiate a settlement and expressed a willingness to make such modifications in the proposed agreements as might be mutually agreeable, and the members of the board exerted themselves to arrange a meeting for that purpose, but their efforts were futile, the employers refused to participate in any conference with the employees or any of their representatives in their organized capacity, and declared their purpose to deal with them only as individual workmen.

Finding no opportunity for settlement by mediation or conciliation, and as neither the employers or the employees would agree to arbitration, the Board, for the time being relinquished its efforts, but continued to keep in touch with the situation.

Notwithstanding, that for almost three months, the Iron League refused to recognize or deal with the Bridge and Structural Iron Workers' organization, we were reliably informed that it finally receded from that position, and on June 22d, met and negotiated a settlement with the official representative of the union.

Had the employers accepted the good offices of the Board and yielded to its appeals for a friendly meeting with the other side, it is reasonable to assume that the difficulty would have been settled within a few days after it commenced.

CARPENTERS.

CLEVELAND.

During the latter part of April, the Board learned of a threatened strike of carpenters at Cleveland, and accordingly the Chairman and Secretary visited the locality and made careful inquiry into the matter.

We were informed that for several months the various local unions of the carpenters and joiners had under consideration the question of increased pay and a Saturday half holiday, but had postponed final action on the subject from time to time, hoping thereby to bring about the desired change by a mutual agreement with the contractors.

With this end in view, the Carpenters' District Council addressed the following letter to the Carpenter Contractors' Association:

CARPENTERS' DISTRICT COUNCIL,

CLEVELAND, OHIO, January 27, 1905.

MR. J. H. CAUNTER, *Sec'y. and Treas.,*
Carpenter Contractors' Association,
Builders' Exchange.

DEAR SIR:— I am directed to inform you by the Carpenters' District Council, that the Carpenters' Union of Cleveland and vicinity, by referendum vote have decided to ask for an increase in wages for the coming season from 40 to 45 cents per hour; they have also by the same vote expressed a desire that work shall cease at 12 o'clock noon on Saturday, instead of at 4:00.

Should your Association desire a conference on this matter, the Council is ready to meet with you at any time you may suggest.

Respectfully yours,

WESLEY WORKMAN, *Secretary,*
Carpenters' District Council.

To the above communication the contractors made reply as follows:

CARPENTER CONTRACTORS' ASSOCIATION,
BUILDERS' EXCHANGE, CHAMBER OF COMMERCE BUILDING.

CLEVELAND, OHIO, February 11, 1905.

MR. WESLEY WORKMAN, *Secretary,*
Carpenters' District Council,
83 Prospect St., City.

DEAR SIR:—This is to advise you that at a regular meeting of the Carpenter Contractors' Association, held on Tuesday, February 7, your communication to said Association was received and considered at length.

The Association has made a very careful investigation of the amount of work in prospect, and has ascertained that the same is rather below the average for this season of the year.

It was the opinion of said Association that the conditions in Cleveland this spring will not warrant an increase such as proposed in your communication.

It is our further opinion that any marked increase in the cost of building, whether in labor or material, would endanger a successful building season to the detriment of both contractors and workmen. The Association also voted adversely to the proposition that work should cease at 12:00 o'clock noon on Saturday instead of 4:00 o'clock.

Very respectfully,

J. H. CAUNTER, *Secretary.*

This letter was far from being satisfactory to the carpenters, who declared that the increase in rent and household expenses and the favorable conditions existing in the building industry, together with the fact that higher wages were paid in other cities, justified their request for an advance of five cents an hour.

On the other hand, the contractors were equally firm in declaring that conditions and prospects in the building industry would not justify an increase in wages, and that any advance in the cost of building would embarrass the business and cause a loss to all concerned, and therefore they declined to advance wages.

We are not informed as to what passed between them from the date of the above communications until April 22nd, when the carpenters again addressed the contractors as follows:

CARPENTERS' DISTRICT COUNCIL,

CLEVELAND, OHIO, April 22, 1905.

MR. J. H. CAUNTER, *Secretary,*
Employing Carpenter Contractors' Association.

DEAR SIR:—At a mass meeting of the Union Carpenters of Cleveland and vicinity held last evening, a resolution was adopted that the increase in wages from 40 to 45 cents per hour, and the Saturday half holiday asked for in January, should take effect May 1, 1905, and I was instructed by the meeting to notify you that a committee of five has been selected to meet with a like committee from your Association for the purpose of arriving at a satisfactory understanding of the conditions desired by the Union Carpenters of Cleveland and vicinity on and after that date.

Please notify me at once if it is satisfactory to your Association that such conference should be held before Friday, April 28, as another mass meeting will be held that evening to take final action.

Yours truly,

MILES DODD, *Secretary,*
Carpenters' District Council.

To this letter the contractors sent the following answer:

CARPENTER CONTRACTORS' ASSOCIATION,
BUILDERS' EXCHANGE, CHAMBER OF COMMERCE BUILDING.

CLEVELAND, OHIO, April 25, 1905.

MR. MILES DODD, *Secretary,*
Carpenters' District Council, City.

DEAR SIR:—Yours of the 22nd. instant at hand, and in response would state, that at a meeting of the Carpenter Contractors' Association held yesterday afternoon, a resolution was unanimously adopted, reaffirming our stand previously taken, namely: That conditions this year do not warrant an increase in the wages paid carpenters, and we have decided not to increase the wages this year. We also decided not to grant the Saturday half holiday.

Also in view of the unanimous expression of the judgment of the Association, it was deemed unnecessary that a committee for a conference should be appointed to meet with your committee.

Very truly yours,

J. H. CAUNTER, *Secretary,*
Carpenter Contractors' Association.

The foregoing correspondence and general remarks will explain the situation as it was when the Board visited Cleveland on April 25th, and endeavored to bring the parties together in friendly conference.

As already indicated, the representatives of the carpenters' union desired to meet a committee representing the contractors' organization for the purposes of reaching an understanding, and the members of the Board frequently appealed to the contractors to agree to such meeting. To this end, they attended a meeting at the Carpenter Contractors' Association, and also a meeting of the Chamber of Commerce, and explained the advantage of friendly meetings with representatives of their workmen, as tending to promote good will, remove the cause of discontent, establish mutually satisfactory working relations and prevent any interruption with the building operations of the city. The efforts of the Board in this direction extended over a period of five days, and we regret to say were unavailing for the reasons above indicated. The Carpenter Contractors' Association declined to advance wages, or grant the Saturday half holiday, and also refused to meet or negotiate an understanding with the representatives of the union, and notified the Board accordingly. This being made known to the men, a general meeting of the fifteen (15) local unions representing more than 2,000 carpenters and joiners was held Friday evening, April 28th, and by unanimous vote decided to go out on strike May 1st.

Notwithstanding each side had thus declared itself, the members of the Board continued their efforts to conciliate matters, and on the evening of April 29th attended a meeting of the Carpenter Contractors' Association and renewed their appeals to the employers to agree to a conference with the carpenters, and gave assurance that such meeting would remove the danger of a strike or lockout and open the way for a friendly understanding, but without avail. Had the members of the Association yielded to the solicitation of the Board and met with the representatives of the men to consider their differences, there is reason to believe that an amicable settlement would have been reached.

The strike was inaugurated on Monday, May 1st, but we were unable to ascertain the number of men directly involved. Just what proportion of the carpenters were employed by independent contractors, or those outside of the Association, could not be learned.

It was claimed by the union that out of a total of 238 Carpenter Contractors in the city, only fifty-five were members of the Association, and that those not members had agreed to pay the advance, and grant the Saturday half holiday, and continued operations without interruption.

It was also claimed by the union that some of its members were working at the advanced rate for employers in the Contractors' Association, and that a majority of the union men were employed at the new scale of 45 cents an hour. This was disputed by the Association members, who declared that none of their organization nor any employer affiliated with them had agreed to pay the advance, but on the contrary, were hiring men at the old scale of 40 cents.

On Tuesday, May 2nd, the Carpenter Contractors' Association held a meeting and adopted a resolution giving former employes until Monday, May 8th, to return to their places, otherwise the contractors will consider them discharged and proceed to hire new men and operate independent of the union. This action on the part of the employers did not improve matters, but tended rather to aggravate the situation and render the work of adjustment more difficult.

While the union insisted upon its demands and claimed that most of the men were employed by and were receiving the 45 cent scale from employers both in and out of the Carpenter Contractors' Association, the officials were at all times ready to meet the representatives of the employers and negotiate a friendly understanding. On the other hand, the Carpenter Contractors' Association refused to recede from the stand it had taken, and declared that all men at work were paid the old scale of 40 cents an hour, and refused to recognize or confer with the officials or committees of the union. Each side claimed defections from the other, and the statement or claims of each being at variance with the other, it was exceedingly difficult for the Board to ascertain the actual condition of affairs.

The situation as it affected the carpenters was considerably aggravated by the differences existing between the employers and workmen

in other branches of the building industry. The painters, lathers, plasterers, and sheet metal workers were each contending for an advance in wages, and each was endeavoring to secure a conference with their employers.

In each branch the contractors were organized, and those several organizations were affiliated with the Builders' Exchange, which supported them in their refusal to accede to any increase in pay, or to meet, confer with, or arrange terms of settlement with the representatives of the union. It will therefore be seen that the contractors in the various branches of the building interests had made common cause and were united in their purpose to refuse recognition of the unions or to negotiate or settle any differences with the workmen in their organized capacity.

Notwithstanding the seeming hopelessness of a friendly adjustment, the Board continued its efforts to bring the parties together for several days after the strike commenced, but without success. The representatives of the men accepted the good offices of the Board in so far as it could arrange a conference for them with a committee representing the employers, while on the other hand, the Carpenter Contractors' Association informed the members of the Board that there was "nothing to arbitrate," and declined their services in any capacity.

THE WEHRLE COMPANY.

NEWARK.

On Thursday, June 9th, the Board received the following notice from the mayor of Newark:

MAYORS' OFFICE,

NEWARK, OHIO, June 9, 1905.

State Board of Arbitration, Columbus, Ohio.

GENTLEMEN:— I hereby report a strike at the Wehrle Stove Works, located in the city of Newark, Ohio.

The strike is in the polishing and buffing department of said works, where two hundred men are employed. The name of the employer is The Wehrle Stove Company, a corporation.

Number of men involved in the strike, 102. The men went out on the night of June 1, 1905.

Yours very truly,

ANDREW J. CRILLY,

Mayor of Newark, Ohio.

In response to the above notice the Secretary of the Board visited Newark on Saturday, June 10th, and at once consulted with the mayor and the committee representing the strikers, the mayor having previously arranged for such meeting.

The committee stated that for considerable time previous to the strike the men employed in the polishing department had been dissatisfied with the conditions under which they worked, and that on their request, about the middle of May, the foreman of the shop verbally agreed to pickle the iron, to furnish them with a better grade of emery to enable them to do more and better work, and also to provide a suitable place for them to wash and hang their clothes and to employ only union men in the polishing department; that the foreman disregarded the agreement in every particular, and within a few days employed non-union workmen and when the committee reminded him of the agreement and requested him to comply with its provisions he refused to do so, and used abusive and insulting language toward them and called them vile names, and having been told by the foreman that he would not observe the agreement, and feeling justified in resisting his insults and abuse and in requiring the observance of the agreement referred to, they decided to strike, and accordingly ceased work on Thursday, June 1st. It was further stated by the committee that the strike involved 120 men, all of whom were members of Local 166 of Metal Polishers, Buffers, Platers and Brass Molders' Union and desired the recognition of their organization; that inasmuch as the company recognized the molders union and employed only union molders, there was no good reason why it should not extend the same recognition to the polishers and buffers.

The company stated that the men had no cause for complaint and went on strike without notice; that almost all the men in the polishing room were satisfied with their wages and the rules and conditions under which they worked, and if any dissatisfaction existed, it was caused entirely by a few agitators who had been in the employ of the company but a short time; that the management endeavored to provide the employes with everything required for their work and comfort, and as soon as the necessary appliances could be procured, would pickle the iron and also provide a place for them to wash and hang their clothes.

It was stated by the foreman of the polishing department that he did not make any agreement whatever with the committee to employ only union men, or with regard to other matters; that his relations with the workmen had always been friendly and he was not aware of any dissatisfaction among them until a day or two before the strike when the committee demanded the discharge of a non-union man and also required the company to enter into a written agreement with the union, and upon his refusal to comply with their demands, they declared a strike.

In order to promote a settlement, we requested the company to meet the representatives of the workmen, discuss the matters of difference and endeavor to reach an understanding with them. Unfortunately the president of the company was out of the city, and the other members of the firm preferred to not open negotiations with the strikers during his absence. It was therefore necessary to postpone further efforts to adjust

the controversy until his return on June 16th, when an arrangement was made for a joint conference between the company, the foreman of the shop, the committee representing the strikers and the Secretary of the Board.

The meeting was held on Monday evening, June 19th, when the committee again declared in the most positive terms that the agreement referred to in their original statement to the Board was made between them and the foreman, and that the foreman had been gruff, abusive and insulting towards them and had otherwise ill treated them. They demanded that he carry out the agreement and treat them with proper respect.

The company and the foreman were equally firm in their denial that any agreement, verbal or otherwise, had been made with the polishers and buffers. The management further stated that while it required good service from the employees, it also required the foreman to show them due respect and assured the men that as soon as arrangements could be made it would pickle the iron, and provide a suitable place for them to wash and hang their clothes, but declined to specify a time when these matters would receive attention. The Company also stated that while it recognized the molders' union, and employed only union molders and was well pleased with the rules governing the molding department, it would not recognize the polishers' union, and informed the members of the committee that it would not recognize them as representing the union, but only as representatives of the employees.

This was not satisfactory to the committee who then presented to the company the following agreement:

AGREEMENT.

METAL POLISHERS, BUFFERS, BRASS MOLDERS, BRASS AND SILVER WORKERS' INTERNATIONAL UNION OF NORTH AMERICA.

LOCAL NO. 166, NEWARK, OHIO.

Agreement entered into this day of, 1905, between The Wehrle Stove Co., of Newark, Ohio, party of the first part, and The Metal Polishers, Buffers, Platers, Brass Molders, Brass and Silver Workers' Int. Union of N. A., Local No. 166, party of the second part.

ARTICLE 1. The party of the first part hereby agrees to immediately reinstate all polishers and buffers employed who went out on June 2, 1905, without any discrimination.

ARTICLE 2. That the trade of polishing and buffing being very hard work, and both dusty and dirty, and that it is essential to the health of the employees that they have a suitable wash tank, with both hot and cold water,—and a place to hang clothing. Therefore the party of the first part agrees to erect a suitable wash tank with hot and cold water within 30 days from the date of this agreement.

ARTICLE 3. That on account of the iron being hard and rough, the party of the first part agrees to pickle all work thoroughly.

ARTICLE 4. The grades of emery used at the present time (Nos. 46 and Nos. 120,) not being suitable, the party of the first part agrees to change from No. 46, for roughing out, to No. 80.

ARTICLE 5. That the party of the first part agrees to furnish a sufficient number of wheels to do the work on, especially roughing wheels.

ARTICLE 6. The party of the first part agrees to hire none but members of the above named union, provided the above said Local No. 166, will furnish such competent help as may be required by the party of the first part, within seven days after notification.

ARTICLE 7. The ratio of apprentices shall be one to every eight journeymen, and all apprentices shall be members of the above said union, or who shall signify their willingness to join after working at the business three months. No more apprentices shall be hired, until the present ratio gets below the above said ratio of one to every eight journeymen.

ARTICLE 8. Nine hours shall constitute a day's work.

ARTICLE 9. The minimum scale of wages for polishers shall be \$4.00 per day for day work. Piece work prices shall be set so that competent polishers shall make \$4.00 per day. Buffers shall receive \$3.50 per day for day work or piece work.

ARTICLE 10. Time and one-half, or price and one-half shall be paid for all over time,—and double time after twelve o'clock midnight,—also for Sundays and the following holidays: New Years Day, Decoration Day, Fourth of July, Thanksgiving and Christmas Days. Under no circumstances shall a member work on Labor Day. If two shifts are employed, single time only shall be paid.

ARTICLE 11. There shall be a Shop Committee, whose duty it shall be to see that the men working in said factory belong to the union, and in the setting of prices, or in the case of any dispute or grievance shall meet with the foreman to adjust the same.

ARTICLE 12. In the case of any dispute or difference whatsoever, between the parties to this agreement, the party of the first part, and the representative or representatives of the party of the second part, shall endeavor to effect a satisfactory settlement,—and in case no settlement can be arrived at, then the party of the first part, and the party of the second part, shall each appoint two arbitrators, and the four so appointed, shall select a fifth,—the five to act as a board of arbitration to whom the matter in dispute shall be submitted, and whose decision shall be final and binding, on both parties to this agreement.

ARTICLE 13. The shops must be kept in a clean sanitary condition, and fitted with fans and blowers, that are to remove the dust so as to make the condition healthful for the men employed.

ARTICLE 14. It is hereby agreed that this agreement shall be open for thirty days previous to its expiration, for the purpose of discussing the wage scale or amending any other article in this agreement.

ARTICLE 15. This agreement shall take effect from the day of and shall continue until

.....
Party of the first part.

.....
Party of the second part.

The company read and promptly rejected the proposed agreement and informed the committee that it would not recognize the polishers and

buffers' union, and declared its purpose to operate the polishing department as an "open shop," and in all matters would deal with the men as individuals.

This statement of the company brought the conference to an abrupt conclusion, and for the time being ended all negotiations between the union and the firm, and apparently leaving the parties further apart than before. During the meeting it developed that there was considerable ill feeling between the foreman and the polishers and buffers, which was aggravated by their repeated charges and counter charges against each other, and which it is reasonable to assume was not only largely responsible for the strike, but seriously interfered with a settlement.

On Tuesday, June 20th, by request of the official representatives of the polishers' union, we endeavored to persuade the company to meet them, and were authorized by them to give assurance to the company, that if it would agree to such meeting a satisfactory settlement would be reached, but all to no purpose. The company refused the request, declined to recognize the union or any of its officers or committees and again declared its intention to operate the polishing room as an "open shop."

The following day on request of the union officials we arranged a meeting for them with the attorney for the company, Mr. Carl Norpell, of Newark, when they submitted to him the following proposition for the verbal acceptance of the management:

MEMORANDUM.

Between the Wehrle Stove Company and their employes working in the Polishing and Buffing rooms.

The Wehrle Stove Co. promise to reinstate all employes who were employed on June 1, 1905, without discrimination, and said employes also agree to obey all shop rules made by said company and work for the best interest of the firm.

The company promise to start pickling at once and also to add another grade of emery (No. 80) and a sufficient number of wheels to properly do the work.

Regarding a place to wash up and hang their clothes, the Wehrle Stove Co. further promise to erect a suitable place for both as soon as convenient, but in the meantime will allow their employes to wash in buckets furnished by themselves, the company furnishing hot water and provide a temporary place to hang clothes so as to protect them from dirt and dust.

In employing men in the future the company agrees to pursue their former policy of not discriminating against union men and agrees to employ experienced polishers and buffers. In case the company is unable at any time to obtain experienced men, they will confer with the shop committee of their employes for the purpose of getting such help.

The employes agree to co-operate with the company whenever asked to do so in assisting them by furnishing such experienced help as may be required.

There shall be a shop committee of the employes whose duty it shall be to see that the men live up to the shop rules of the factory, and who shall confer with the foreman in case of any grievance the men may have.

It is the intention of both parties to this agreement to live up to it in good faith and with a spirit that will promote harmony for all concerned.

The company rejected the above proposition and not only maintained the stand it had taken to refuse recognition of the union and operate an open shop, but also announced that it would not reinstate all the men, there being some twelve or more of the strikers whom it considered responsible for the trouble and therefore would not re-employ them.

This announcement of the company aggravated the situation and rendered it exceedingly difficult to conciliate matters. However, the Board continued its efforts and visited other representatives of the firm at Chicago, who owned a half interest in the plant and disposed of the entire output and appealed to them to meet the official representatives of the polishers and buffers and assured them that such a meeting would lead to a settlement, but without success. We further endeavored to persuade the company to settle the dispute by arbitration which it also refused, saying, "there is nothing to arbitrate."

In the meantime the management imported a number of men for work in the polishing room and provided board and lodging for them inside the works, and thus matters continued until Friday, June 30th. when the company closed the entire plant.

On Thursday, July 6, the Secretary of the Board, again visited Newark and learned that on request of the Newark Trade and Labor Council, the company met with a committee of its employees to discuss their differences. This meeting was of short duration and did not in any manner change the attitude or purpose of either side.

We renewed our appeals to President Wehrle, and made repeated efforts to persuade him to reopen negotiations for a settlement, but without avail; he positively refused to confer with any representatives of the strikers and again declared his purpose to maintain the position he had taken.

The entire establishment remained idle until July 31st. In the meantime the company engaged a number of non-union workmen and on the above date, resumed work in the polishing room under police protection, the management providing board and shelter for the men inside the works. and within a few days thereafter the other departments resumed operation. The firm continued to employ non-union polishers and buffers, while the strikers picketed the approaches to the works and endeavored to induce the new men to refuse employment or quit the service of the company.

This general condition continued and as time advanced, the management increased the number of non-union workmen and the situation became more aggravating and threatening. The animosity between the union and non-union men became more pronounced and was attended with strife and disorder. Clashes between strikers and non-strikers became more frequent and finally resulted in violence, bloodshed and loss of life.

We are reliably informed that while some of the old hands returned to work and the company discontinued boarding and lodging the non-union polishers in the works and claim to be operating the plant in all departments, it was doing so at considerable disadvantage and under police protection.

The efforts on the part of the Board to bring about an adjustment of this strike extended over a period of almost seven months, during which time we frequently met and advised with the local and general officers of the union, the civil authorities and the local and general managers and stockholders of the company at Newark and elsewhere, all of whom treated us very courteously. The representatives of the union accepted the good offices of the Board in so far as it could arrange a meeting for them with the company, but did not favor arbitration, while on the other hand, the company declined our services in any capacity and indicated that further appeals on our part for a conference or a settlement were not desired.

Notwithstanding these discouragements, the Board kept in touch with the situation and although it did not continuously remain at Newark, it did not relax its efforts to bring about a conference, being satisfied that such meeting would result in a speedy adjustment.

The foregoing general statement will explain the causes and progress of the trouble from June 1st until December 29th, when the officials of The Wehrle Company met the officers of the Polishers' Union and agreed upon terms of settlement entirely satisfactory to all concerned, and the strike which had existed for seven months was declared off.

Had the company heeded the frequent appeals of the Board and yielded to its earnest solicitations for a meeting with the representatives of the men during the early stages of the controversy, it is reasonable to suppose that the long drawn out strike, and the consequences attending it would have been prevented.

The loss in business and wages to the company and workmen, the strife, bitterness and violence and above all, the loss of life, emphasizes more and more, the importance and necessity of conciliation and arbitration as a reasonable and righteous method of settling disputes between employer and employed.

ELECTRICAL WORKERS.

COLUMBUS.

On June 29th we were informed that the electrical workers of Columbus were on strike for a shorter work day and an advance in wages. Upon inquiry it was learned that about sixty inside wiremen employed by the members of the Electrical Contractors' Association of the city

had ceased work because of the refusal of the contractors to accept a proposed scale of prices and agreement submitted by the Electrical Workers' Union, of which the following is a copy:

WORKING SCALE AND RULES.

The working scale and agreement between the Electrical Contractors of Columbus, and Local Union No. 446, I. B. E. W., the same to take effect from June 22, 1905, until June 1, 1906.

AGREEMENT.

1. Eight hours shall constitute a day's work, from 7:30 A. M. to 11:30 A. M., and from 12:30 P. M. until 4:30 P. M.
2. The minimum rate for a journeyman shall be \$3.00 per day.
3. Time and one-half for over-time until 12 P. M. Double time from 12 P. M. until starting time next day. Double time for Sundays and legal holidays.
4. No work shall be performed on Labor Day, except where a life or property is in danger and the pay for same shall be at the rate of legal holidays.
5. There shall be one helper for every journeyman or fraction thereof.
6. Car fare shall be paid from job to shop and shop to job.
7. Journeymen working outside of the city shall have their expenses paid, (railroad fare and board).
8. No journeyman shall be permitted to contract for work while working for a contractor who is a party to this agreement under penalty of fine.
9. Union men shall report on job, except when in need of material then he shall go to the shop and be ready to leave at starting time.

J. McNULTY, G. P.,
E. P. ALLMAN, G. V. P.,

J. C. MCCOY,
CHAS. UNGEMACH,
J. H. ESMOND,
GEO. B. STOHL.

The representatives of the union informed us that there was no uniformity of wages, or hours of work among the electrical workers of Columbus, and with a view of establishing uniform pay and working conditions, and also to place all contractors on an equal basis, and promote harmony and good will between employers and workmen, they desired the contractors to enter into the proposed agreement with them and upon their refusal to recognize or make any terms with their organization, they ceased work.

On the other hand, we have the statement of the members of the Contractors' Association that almost all their employes were satisfied with their wages, hours and conditions of work; that there was no cause for strike and only a few men had left their employ; that there was no delay or interruption in their business and nothing to arbitrate, and if any difference existed, they would settle it with their individual employes without the interference of the union. They declined to recognize the electrical workers' organization or deal with any of its representatives.

We endeavored to arrange a meeting between the officers of the two organizations, but without success. While the union officials desired

such meeting, the contractors declined, as will be seen by the following communication, which we received in response to our request for a conference.

COLUMBUS, OHIO, July 5, 1905.

*The State Board of Arbitration,
Mr. Joseph Bishop, Secretary.*

MY DEAR SIR:—Relative to trouble between the Electrical Constructors and the Electrical Workers, after talking with the contractors, they think it is best not to submit this trouble to arbitration, but to let the same stand as it is.

Thanking you for your solicitation, I remain,

Yours very truly,

WM. A. HOPKINS.

The result of our efforts was made known to the representatives of the union, also the above communication and the following day the strike was declared at an end, having continued ten days. In nearly all cases the men were reinstated to their former positions or found employment with other contractors.

SHEET METAL WORKERS.

CINCINNATI.

On August 7th, the Sheet Metal Workers of Cincinnati, employed on furnace work, to the number of about sixty went on strike for an increase in wages, an eight hour workday, and to enforce a working agreement regulating conditions of employment.

The workmen belonged to the Sheet Metal Workers' Union, and the employers were members of the Furnace Manufacturers' Association, and each had the support of their respective organizations.

We were informed that for almost two years prior to May 31st the men had worked under an agreement, and that the furnace manufacturers desired to continue the same for another year beginning June 1st.

The following is the agreement referred to:

WAGE AGREEMENT AND WORKING RULES.

SHEET METAL WORKERS, LOCAL NO. 240.

1. Nine (9) hours shall constitute a day's work with same scale of wages per day in force on December 1, 1903.

2. All railroad and hotel and other legitimate expenses to be paid when out of town.

3. That none but members of our International Association be allowed to work in shop unless they intend to join our union. They will be given one (1) week to decide the question.

4. A day's work of nine (9) hours shall be between the hours of 7 A. M. and 5 P. M. No work on Labor Day. Time and one-half for all overtime; double time for Sunday, Christmas, New Year and Fourth of July.

5. One apprentice for every five (5) men; helpers not to be allowed to go out and put up furnaces, unless competent and at least three (3) years' experience and able to do shop work.

6. That this agreement shall pertain exclusively to furnace work, and to go into effect August 1, 1904, and to expire July 31, 1905.

It was made known to the Board that while the employers were willing to renew the above agreement, the men declined to do so, and in lieu thereof submitted an entirely new set of rules, which the manufacturers refused to sign and for which the Sheet Metal Workers went on strike. The following is a copy of the agreement demanded by the workmen:

ARTICLE OF AGREEMENT.

This article of agreement made this day of, 1905, between The Furnace Manufacturers' Association of Cincinnati, Hamilton County, Ohio, party of the first part, and Local Union No. 240, Amalgamated Sheet Metal Workers' International Alliance of Cincinnati, Hamilton County, Ohio, party of the second part.

Witnesseth: In consideration of the agreement hereinafter stated, the party of the first part enters into agreement with the party of the second part as follows:

ARTICLE I—WORKING HOURS.

SECTION 1. Eight (8) hours shall constitute a day's work for all Journeymen Sheet Metal Works, Juniors and apprentices.

SECTION 2. The hours for work shall be from 7:30 o'clock A. M. to 12 o'clock noon, and from 12:30 P. M. to 4:30 P. M., and from 7:30 o'clock A. M. to 12 o'clock noon Saturdays.

SEC. 3. Time and one-half shall be paid for all overtime (after regular quitting time) up to 9 o'clock P. M. and all labor performed after 9 o'clock P. M. and before 7:30 o'clock A. M. and for all work performed on Sundays, Fourth of July, Thanksgiving, Christmas, New Year's and Decoration days, double time shall be paid.

SEC. 4. No work shall be done on Labor Day.

ARTICLE 2. WAGES.

SECTION 1. The minimum wage scale to be paid shall not be less than thirty-one and one-fourth cents per hour ($31\frac{1}{4}$) for all Journeymen Sheet Metal Workers, and no one shall be put to work for less than the scale.

SEC. 2. The minimum scale of wages shall not apply to Journeymen Sheet Metal Workers receiving thirty-one and one-fourth cents ($31\frac{1}{4}$) or more per hour May 31, 1905, and will not interfere with Journeymen asking for, or receiving more, than this scale.

SEC. 3. In addition to said scale of wages the car fare is to be paid by the employer, except from the men's home to shop.

ARTICLE 3. TRANSPORTATION AND BOARD.

SECTION 1. When a Journeyman Junior or Apprentice works outside of Cincinnati, Ohio, his board, transportation and other necessary expenses shall be paid by the employer, and said Journeyman, Junior or Apprentice shall be allowed to return every Saturday night at the employer's expense, when working within a radius of twenty-five miles of Cincinnati, Ohio.

ARTICLE 4. APPRENTICES.

SECTION 1. There shall be employed but one Apprentice to every three (3) Journeymen (except where less than three (3) Journeymen are employed, the Apprentice to be registered by the Sheet Metal Workers, and must serve at least three years as an Apprentice with one Employer (except where Employer or Apprentice has a grievance), and at the expiration of three years he shall be given a Junior card by the Sheet Metal Workers and be allowed to work with tools for one year as a Junior, and at the expiration of four years (4) he shall become a member of the Sheet Metal Workers and receive Journeymen's wages.

SEC. 2. It is further agreed that no person shall become an Apprentice under sixteen (16) years or over twenty (20) years of age.

SEC. 3. At no time shall an Apprentice be allowed to handle tools by himself until he has served three (3) years as an Apprentice.

ARTICLE 5. HELPERS AND LABORERS.

SECTION 1. Helpers and Laborers shall not be allowed to handle tools pertaining to the trade of Sheet Metal Workers at any time, or do mechanical work; Mechanical work meaning all work beginning when the sheet metal is taken from the box or bundle, and up to and including all work to completion.

ARTICLE 6. MISCELLANEOUS.

SECTION 1. No member of the Sheet Metal Workers shall be discharged or discriminated against for carrying out the instructions or orders of his organization.

SEC. 2. The Sheet Metal Workers shall have the right at any time not to work with a Sheet Metal Worker, Junior or Apprentice, who does not carry a working card or permit of Local No. 240, Amalgamated Sheet Metal Workers.

SEC. 3. This agreement shall take effect from and after August 1, 1905, and continue in full force and effect until July 31, 1906.

For the Amalgamated Sheet Metal
Workers, Local Union No. 240, Cin-
cinnati, Ohio.

For the Furnace Manufacturers' Asso-
ciation, Cincinnati, Ohio.

.....
.....
.....

There was no substantial difference in the statements of the manufacturers and the workmen as to the general conditions prevailing previous to the strike, and good will and friendly relations existed between them, but as they approached the end of the scale year, the men indicated their desire for an eight hour work day, an advance in wages, and a working agreement, all of which were refused by the employers.

The men claimed that their demand for an increase in pay was justified by the advance in rent in household necessities, and as the several branches of the building industry and other trades were operating on an eight hour basis, the Sheet Metal Workers were entitled to the same consideration.

The employers stated that while the old agreement provided for a nine hour work day, the average work day did not exceed eight hours, for

the reason that the men reported at the shop at 7:30 and frequently did not reach the job, or place of work, until 8 o'clock or 8:30 A. M.; that they endeavored to show proper regard and consideration for their employes; all of whom were skillful in their line of work, and while they had no objections to the union, they could not agree to the unjust hours, wages and rules demanded by the Sheet Metal Workers' organization; that when the old hands went on strike, they employed new men, and would continue to do so until all vacancies were filled, and as far as possible, if the former employes desired to return to work, they would be given the preference.

These matters were made known to the committee representing the strikers, and as some of their associates had returned to work and others were accepting positions, their struggle was hopeless and they were advised to return to work.

A meeting of the union was held on October 3rd, when the strike was declared off, and as many of the old hands as could secure their places returned to their former situations, the strike having continued eight weeks.

AMERICAN ENCAUSTIC TILE WORKS.

ZANESVILLE.

On Thursday, October 19th, the girls employed in the press room of the American Encaustic Tile Works at Zanesville went on strike for an increase of pay from \$5.00 to \$6.00 per week, and so far as numbers were concerned was one of the most extensive labor difficulties that ever occurred in that locality.

Having learned of the strike, the Secretary of the Board visited Zanesville, and met with the representative of the company and also with the committee representing the striking employes.

The committee informed us that about a week before the strike they waited on the management and requested an advance from five to six dollars per week, which was taken under advisement, and on Wednesday, October 18th, they were informed that the company could not accede to their request, and in consequence the girls in the press room ceased work and were soon joined by the employes of other departments, all of whom demanded an advance of one dollar per week. They further stated that they received 8 1-3 cents per hour for a ten hour day, and that frequently they worked overtime, for which they were paid ten cents an hour; that the service they rendered and the long hours they worked was hard enough for a man, and the general business conditions, prosperity of the tile industry and the cost of living justified their demand for an increase of one dollar per week, and would also warrant the company in reducing the working hours from ten to nine hours per day.

The company claimed that the demand for an increase of one dollar per week was such that it could not concede, and that the firm was paying as high wages as any of its competitors, and that the business would not admit of any advance in the cost of production; that these matters had been fully explained to the committee, and that, without previous notice, the employes of the press room and others to the number of about 400 ceased work; that many of the girls refused to go out, and a majority of those who ceased work on October 19th have since returned to their employment; that the management would meet the employes, or a committee selected by them, to discuss their differences, and that all could return to their situations without prejudice, with the possible exception of three or four who did not act in a lady-like manner.

On Tuesday evening, October 31st, the Secretary of the Board attended a meeting of the strikers and explained to them the law relating to strikes, lockouts and arbitration. He pointed out to them the fact that quite a number of the employes refused to go out on strike, and many of those who did not go out have since returned to their situations, and others who were out had declared their intention of going to work, and therefore their strike was without reasonable hope of success. He did not assume to tell them what they should do, but counseled them as to what he thought best to do.

Representative labor men of Zanesville were also present at the meeting and endorsed the views of the Secretary, and advised the girls that it was useless for them to continue the strike, and recommended that they return to work. Upon the question being submitted to a vote, it was decided by a large majority to declare the strike at an end, and a committee was selected to notify the management of their conclusions and to request that all employes be permitted to return to work.

Many of the girls returned to work the next morning, and within a few days the plant was again in full operation, and with but few exceptions the old hands were reinstated.

LEATHER WORKERS.

CINCINNATI.

On Thursday, November 16th, the Board was informed that one hundred and twenty-five saddlery workers and harness makers employed by The Perkins-Campbell Company, Cincinnati, were on strike against a foreman in the cutting department, who they declared was not qualified for the place and who accepted the position in violation of union rules.

According to the statement of the committee representing the strikers, all employes in the manufacturing department were out, 125 in number,

all of whom were members of Local Branch No. 49, United Brotherhood of Leather Workers on Horse Goods. That about the middle of October the manager offered the head cutter the position of foreman of the cutting room with power to hire and discharge, and that he resign his membership in the union; that the head cutter was a member of the union and declined the proposition for the reason that the company employed only six cutters, and under the rules he could not retire from the organization and act as foreman until fifteen journeymen were under his control.

The following is the rule of the union relating to the subject:

"Retiring cards must be issued to members who assume the duties of foremen or engage in other business.

"That a foreman be required to hold membership in the U. B. of L. W. on H. G. until he has fifteen journeymen leather workers under his charge, and when the required number of fifteen is reached he shall then be required to forfeit his membership with the U. B. of L. W. on H. G."

The committee further stated that the company then engaged a harness maker in its employ, and also a member of the union, as foreman of the cutting room, under the same conditions that the position was offered to the head cutter, and that in accepting the place the harness maker had violated the rule of the union prohibiting a member working at one branch of the business from accepting employment in another department unless the union considers him competent for such work, and also the rule regarding foremen.

The following is the law of the union governing members in changing their employment from one branch of the business to another:

"A member of one branch of the craft shall not be permitted to accept employment at another branch of the craft unless it is known, or proven, that such member has qualified as a journeyman in serving the general recognized period of apprenticeship of such branch of the craft, or it is otherwise determined, upon proper consideration and action of the local branch, where such member holds membership, that he is qualified as a journeyman of such branch, and does by reason thereof receive the established rate of wages of the local branch."

The committee declared that while the foreman was a harness maker, he was without experience or practical knowledge as a cutter, and therefore incompetent, and according to union rules was disqualified for the position, and under his management the cutters were unable to do work satisfactory either to themselves or the company, and in consequence they demanded his removal, and this being refused, the six cutters in the employ of the company ceased work about October 30th; that after the cutters went out, the committee and the company, also the general officers of the National Union and the National Saddlery Manufacturers Association, held several friendly meetings, during which the company agreed that the man whom it had engaged as foreman would not have power to hire or discharge, would not be required to withdraw from the union,

and would be employed or
refused to work under him
head cutter be reinstated,
conference adjourned with

On November 11th the
of which the following is

INTERNATIONAL UNITED

To the Perkins-Campbell Co.:

GENTLEMEN:—In pursuance
and complete report of the
taken place between your firm
and due deliberation, we, Local
Leather Workers on Horse Goods

Feeling that we are right
U. B. of L. W. on H. G., in
Stanley Bezanson from your
prevailed prior to this controversy
No. 49, in meeting assembled
our Local, employed by your firm
twelve o'clock noon, unless our
No. 49, feel and insist that if they
will do what is right and just
day's pay.

Hoping you will give this
we remain,

(Signed)

ALBERT J. SCHEIDT
JOHN BRACKMANN
(

Instead of going out
men say that, on request of
November 15th, and as the
able foreman and reinstate
other departments ceased work
who had been out for two weeks

Having heard the statement
upon the company and was
facts regarding the controversy

The company was affiliated
turers' Association, and in
with the representatives of
standing, and finally it was
cutter or foreman of the company

to a meeting of the national officers of the United Brotherhood of Leather Workers and the Executive Committee of the National Manufacturers' Association, which was held at Cincinnati and was attended by the company and the committee representing the strikers; that at this meeting the union submitted the reasons for the demands it had made regarding the head cutter or foreman of the cutting department, and the company also submitted a written statement which had been made to the Executive Committee of their National Association, and which was read to the joint conference in the presence of the local and national officers of the union.

The following is the statement referred to:

NOVEMBER 15, 1905.

MR. E. E. ARMSTRONG, *Chairman, Executive Committee, N. S. M. A.*

DEAR SIR:—We make the following as a statement of facts and cause that compelled us, as we believe, to make such changes in our cutting room as set forth in the accompanying letter.

For some year past we have not been getting satisfactory results from our cutters, and it was evident to us that matters in the cutting room were going from bad to worse. We have been using all the means at our command by persuasion and complaints to get this room in proper shape, all without satisfactory results, and in casting about for means to better conditions we had thought to try the experiment of a non-union man at the head, and offered it to Mr. Shumard on this condition, but after mature thought we decided that we must put in charge a new man altogether, and found a man in our employ whom we believed to be competent, and have given him the position, waiving all conditions as to whether he be Union or Non-union, and all we require is that he, as head cutter, perform his duties in a satisfactory manner to us, and that those under him as cutters perform their part in a like manner.

(Signed)

PERKINS-CAMPBELL Co.,
B. W. CAMPBELL.

(Copy.)

CINCINNATI, O., Nov. 15, 1905.

MR. E. E. ARMSTRONG, *Chairman, Executive Committee, N. S. M. A.*

DEAR SIR:—In the controversy now on between ourselves and the United Brotherhood of Leather Workers on Horse Goods, we beg to state to you our position.

It being our desire to place in charge of our cutting room a new man as head cutter, we negotiated with one, Stanley Bezanson, to take the position, which he accepted upon terms and conditions satisfactory to us. He took charge on Monday, October 30th. We had been previously informed by our cutters, who were to work under his management, that they would leave our employ rather than work under this man; and on the date above named all of our cutters, six in number, failed to appear for work, and from that date until now they have been and are still out of our employ.

As to the action of the Union, you are familiar. In the beginning of the controversy we had made it a condition that the man accepting the position should be a Non-union man; we now, however, waive that condition, and have so notified Mr. Bezanson, and have also notified the officers of the Union that we waive that condition. It had also been our intention that this man should act in the capacity of sub-foreman, with the power to employ and discharge men under him, and we so

notified the workmen. We now waive those conditions, and in place of his being a sub-foreman he takes the position of head cutter, without the power to employ and discharge workmen under him. So the controversy is now as to our right as employers to designate and decide as to who shall be in control of our factory.

The officers of the Union on their part have stated to us that they will demand that we give this position to one Mr. Charles Shumard, on the grounds that we had previously offered him this position upon the condition that he would take it as a Non-union man, and now that we have waived the condition that he becomes eligible for the place, and that we should give it to him, and if we decline to do this, they will order a strike in our factory. It is true that we did offer this position to this man (Mr. Shumard), this, however, was some six weeks ago, and in the meantime we have found a man (Mr. Bezanson) who we believe to be better qualified for the position, and in order to convince the officers of the Union and Mr. Shumard that it was not our desire or intention to discriminate against him for any reason whatever we have told them that he could continue in our employ as cutter, receiving the same pay that we have been paying him as head cutter.

We now wish to be clearly understood on the part of the Executive Committee of the N. S. M. A. that the controversy is solely upon our rights to designate who shall occupy the positions in our factory, when we do so without any discrimination as to whether or not men are Union or Non-union.

If this controversy should end in a strike, and the Executive Committee decide to support us in same, we shall expect the unqualified and hearty financial, moral and material support of the National Saddlery Manufacturers' Association.

Very respectfully,

PERKINS-CAMPBELL CO.,
B. W. CAMPBELL.

We regret to say that the conference between the representatives of the two national organizations adjourned without reaching an understanding. The Executive Committee of the Manufacturers' Association sustained the company in the position it had taken, and the officers of the National Union supported the cutters and Local Branch No. 49 in the demands made upon the company, and in consequence, on November 15th. the strike extended to all other departments.

According to the statement of the men, all employees in the manufacturing department of the business went out; this, however, is disputed by the management, who claim that thirty-five men remained at work, including those in charge of the various departments.

The foregoing will explain the strike situation as it existed when the Secretary of the Board visited Cincinnati on November 17th.

The question which divided the company and its employees was such that could and should have been settled, and notwithstanding the unpromising aspect of affairs, we endeavored to again bring the parties together and renew friendly negotiations.

The company readily assented to a conference, and while it expressed a willingness to meet the local or the national representatives of the union with the Board, and render the Board all assistance in its power to ascertain the facts or investigate the causes of the strike, it would not agree to submit the matter to arbitration.

The attitude of the local union with reference to further negotiations was quite different. We urged the members of the strike committee to agree to such meeting and to act promptly before the company employed new men. They desired to refer the question of another conference to the National Union. While waiting for their decision, the Secretary of the Board returned to the office at Columbus, and a week later communicated with them by letter on the subject, and not having received any reply, at the end of ten days he again visited Cincinnati, when the committee explained the cause of the delay, and on November 29th informed us that they did not consider it wise or expedient to participate in further conferences with the company, and declined our services.

In the meantime the company employed a number of non-union workmen, some of whom were persuaded by the strikers to leave, while others remained at work, and thus matters continued until December 21, when the management declared it had as many new men in its employ as went out on November 15th.

It has rarely occurred in the experience of the Board that employers and workmen agree as to the cause of their differences in time of strike or lockout. This case, however, was unique, in that there was no substantial difference in the statement of the company and that of the committee representing the strikers. The only difference between them being as to the rights of each in the premises.

The company claimed that inasmuch as it provided the capital and was responsible for and assumed the risk of business, it had the right to employ as workman or foreman any person it desired. On the other hand, the union claimed that in the matters which divided them union rules should govern, and that the men had the right to refuse to work with or under anybody, foreman or otherwise, who for any reason was not acceptable to them.

As will be seen, the attitude of the men with reference to a meeting with the company precluded conciliatory work, and as arbitration was not desired or agreeable to either side, the Board was unable to promote an adjustment, but kept in touch with the situation and was ready at all times to render any assistance that might be required.

JOURNEYMEN PLUMBERS.

LORAIN.

On Monday, December 4th, the Board learned of a strike of plumbers at Lorain, and the Secretary at once visited the locality and put himself in personal communication with the parties.

The strike involved all the Master Plumbers and all the journeymen workmen in the city, there being thirteen of the former and from twenty-

five to thirty of the latter. The employers were members of the Master Plumbers' Association, and the employes were affiliated with Local Union No. 348 of the United Association of Journeymen Plumbers and Gas Fitters.

The journeymen claimed that for a long time previous to the strike the Master Plumbers had manifested an unfriendly disposition toward the union, and that, notwithstanding the yearly agreement which existed between them, and which the union desired should operate until March 1st, 1906, the employers had in various ways violated its provisions and refused to consider the grievances and complaints of their workmen; that at different times during the past year the union officers had communicated with the Master Plumbers' Association, both in person and by letter, all of which had been ignored, and tended to disrupt the friendly relations existing between them; that when certain Master Plumbers engaged in other business informed the union that they were not practical in the plumbing business and could not estimate the cost of labor and material, and desired a journeyman for such work, the union agreed with them that one of its members, whom each of such firms desired, should retire from the organization, become partners with them and foremen in the plumbing department of their business; that within a short time thereafter, one or more of those firms arranged with journeymen plumbers and members of the union at other places to come to Lorain, resign their membership in the union, and become stockholders in their companies, when in fact the men so engaged were not partners in the business, and the real purpose was to employ non-union workmen with a view of defeating the purpose of the union to establish an eight hour day on March 1st, 1906; that the refusal of the Master Plumbers to consider the grievances of the union, and the employment of so many so-called partners or stockholders, all of whom were doing journeymen's work, warranted the conclusion that the employers intended to dispense with the services of union men at the end of the yearly agreement, and justified the action of the union in demanding that the journeymen who left the organization to become stockholders and foremen, should again unite with the union. They did not object to the Master Plumbers having a practical journeyman to manage their business, but they did object to the employment of so many, so-called partners or stockholders doing the work of the journeymen plumbers for the purpose of disrupting their organization.

The Master Plumbers stated that six of their number were also engaged in other business and were not practical plumbers, and could not estimate the amount and cost of material and labor required in the plumbing business, and therefore it was necessary for them to secure the service of persons competent for such work. Accordingly they arranged with certain journeymen workmen to become partners or stockholders in the firms and to be the foremen in the plumbing departments of the business and to resign their membership in the union; that this plan was

reported to and agreed to by the union, and had been in operation in the shops of the six firms referred to for a period varying from a few months to more than a year; that on the morning of November 22nd, without previous complaint or notice, the journeymen employed by those firms demanded that all such foremen or stockholders should again become members of the union, and upon their demand being refused, they immediately ceased work and declared a strike; that when the men went out a yearly working agreement existed between the Master Plumbers' Association and the Journeymen Plumbers' Union, which would not expire until March 1st, 1906, and the strike was in violation of said agreement.

The following is the agreement referred to:

WORKING AGREEMENT.

BETWEEN THE MASTER PLUMBERS' ASSOCIATION AND THE JOURNEYMEN PLUMBERS'
LOCAL UNION NO. 348.

LORAIN, OHIO, May 16, 1905.

SECTION 1. From this date journeymen shall be paid by the day and nine hours shall constitute one day's work.

SEC. 2. Not less than a half day's work shall be allowed to any journeyman for work performed which amounts to less than one-half day in any one day.

SEC. 3. The journeyman must be in shop or on job at 6:30 A. M. and continue until 11:30 A. M. and from 12:30 P. M. to 4:30 P. M., except Saturday when quitting time shall be 4:00 P. M. (standard time).

SEC. 4. Blank books shall be furnished by employers on which all time and material shall be kept by journeymen.

SEC. 5. All work when completed must be reported to office at once, and all material must be returned to shop or put in safe place and list of same handed in at office.

SEC. 6. Any journeyman who through carelessness or incompetency shall destroy or waste any material shall pay for same.

SEC. 7. Overtime shall be paid as time and one-half, double time only after 4:00 P. M., Saturdays, Sundays, and Legal Holidays.

SEC. 8. No journeymen will be allowed to do sub-contracting.

SEC. 9. No journeymen shall be allowed to take employment with any plumber, unless he be a member of the Master Plumbers' Association.

SEC. 10. No Master Plumber shall be allowed to give employment to any journeyman unless he be a member of the U. A. of J. P.

SEC. 11. No journeymen shall be allowed to do any plumbing, except for an employing plumber, thus cutting out the practice of journeymen plumbers doing work for their gain which rightfully belongs to the Master Plumbers.

SEC. 12. Should any journeyman fail to receive his wages for work performed at the expiration of two weeks, no journeyman will be allowed to work for said Master Plumber until all wages shall be paid in full.

SEC. 13. Journeymen shall receive their wages not later than quitting time Saturdays at office or on job.

SEC. 14. No journeyman shall get out any material before starting time or after quitting time.

SEC. 15. Minimum rate of wages shall be first class \$3.50 per day; second class (apprentices just out of their time) \$2.50 per day. No member allowed in second class over one year. Gas fitters rate shall be \$2.75 per day.

SEC. 16. When work is
lunch and take one-half hour

SEC. 17. Journeymen sh
over 18 inches, hack saw bla

SECTION 1. Each shop sh
men or fraction thereof, and

SEC. 2. The ratio shall b
This contract or workin
of execution to March 1, 1906

The employers further
ceased work, a committee o
for the strike, to which the

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THE MA

The Journeymen's Local No. 3

GENTLEMEN:— In answer
to our Association in session tl
which you have thus far pre
just cause for changing their l
Journeymen Plumbers, and w
grant the demands which your

Our Association will be i
in the Builders' Exchange. Sh
than those stated by your com
consideration. We remain

At the meeting of the 1
22nd, they unanimously dec
to the journeymen in the fo

O
THE MAS

The Journeymen's Local No. 34

GENTLEMEN:— Owing to y
your local has made, signed an
of the city of Lorain which is
and which agreement we have
of your action to send you the
That you as journeymen p

on or before Friday, November 24, at 6:30 A. M., and in event that you fail to do so, we are compelled to declare for "open shop" and will ask you to call for wages due and remove tools.

Regretting your unwarranted action in the matter we remain

Yours very truly,

THE MASTER PLUMBERS' ASSOCIATION,

C. R. HORN, *President.*

O. F. DELLENBAUGH, *Sec'y.*

Instead of the men returning to their situations in the six shops where the trouble originated, upon receipt of the above letter, the journeymen in the other seven shops in the city immediately ceased work, thus causing the strike to become general. •

On November 30th the employers proposed to settle the difficulty providing the men would agree to modify Section 10 of the foregoing working agreement, which reads as follows:

"No Master Plumber shall be allowed to give employment to any journeyman unless he be a member of the U. A. of J. P."

To the above section the Master Plumbers desired to add the following:

"Except where Local 348 fails to supply a sufficient number of competent mechanics to meet the demands of the various Master Plumbers, in which case any Master Plumber shall be privileged to employ any plumber or fitter without interference, that he may be able to secure and such Master Plumber and Master Plumbers' Association shall not be held responsible for his non-affiliation, same being left to the peaceable efforts of the Journeymen's Local."

The employers desired immediate action on the above, and in about an hour the union gave notice that it declined the proposition, and the Master Plumbers reaffirmed their determination to operate "open shop" and for the time being all negotiations were at an end.

The foregoing statement and correspondence will explain the situation as the Secretary found it on his arrival at Lorain on December 5th.

The President and Secretary of the Master Plumbers' Association and a representative of the National Union of Plumbers yielded to our request for a conference. The first meeting was held on Wednesday, December 6th, and continued for several hours, during which each side entered into a detailed explanation of their grievances as set forth in this report, which apparently removed certain misunderstandings existing between them and gave hope that an adjustment could be reached.

At the solicitation of the Secretary, another meeting was held the following day, which was, however, of short duration. The Master Plumbers promptly made known their final decision and declared their intention to maintain the stand they had taken and operate "open shops." It was their purpose to employ new men at once, but if the old hands desired to return to work, they would be given the preference. The conference adjourned, leaving the parties in the position they occupied when

the employers issued their strike.

The foremen or stockholders employed by several of the firms with the addition of a few men to conduct their business.

In the meantime the Society and the journeymen repeatedly reached an understanding with the management. All efforts in this direction struck at an end.

The men returned to work after being out three weeks.

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SUMMARY (NOT COMPLETE) OF THE ARBITRATION ACT.

I. OBJECT AND DUTIES OF THE BOARD.

The State Board of Arbitration and Conciliation is charged with the duty, upon due application or notification, of endeavoring to effect amicable and just settlements of controversies or differences, actual or threatened, between employers and employes in the State. This is to be done by pointing out and advising, after due inquiry and investigation, what in its judgment, if anything, ought to be done or submitted to by either or both parties to adjust their disputes; of investigating, where thought advisable, or required, the cause or causes of the controversy, and ascertaining which party thereto is mainly responsible or blameworthy for the continuance of the same.

2. HOW ACTION OF THE BOARD MAY BE INVOKED.

Every such controversy or difference, *not involving questions which may be the subject of a suit or action in any court of the State*, may be brought before the board; *provided*, the employer involved employs not less than twenty-five persons in the same general line of business in the State.

The aid of the board may be invoked in two ways:

First — The parties immediately concerned, that is, the employer or employes, or both conjointly, may file with the board an application which must contain a concise statement of the grievances complained of, and a promise to continue on in business, or at work (as the case may be), in the same manner as at the time of the application, without any lockout or strike, until the decision of the board, if it shall be made within ten days of the date of filing said application.

A joint application may contain a stipulation making the decision of the board, to an extent agreed on by the parties, binding and enforceable as a rule of court.

An application must be signed by the employer or by a majority of the employes in the department of business affected (and in no case by less than thirteen), or by both such employer and a majority of employes jointly, or by the duly authorized agent of either or both parties.

Second — A mayor or probate judge, when made to appear to him that a strike or lockout is seriously threatened, or has taken place in his vicinity, is required by law to notify the board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employes involved, so far as he can. When such fact is thus

or otherwise duly made known to the board it becomes its duty to open communication with the employer and employees involved, with a view of adjustment by mediation, conciliation or arbitration.

3. WHEN ACTION OF THE BOARD TO CEASE.

Should petitioners filing an application cease, at any stage of the proceedings, to keep the promise made in their application, the board will proceed no further in the case without the written consent of the adverse party.

4. SECRETARY TO PUBLISH NOTICE OF HEARING.

On filing any such application the Secretary of the board will give public notice of the time and place of the hearing thereof. But at the request of both parties joining in the application, this public notice may, at the discretion of the board, be omitted.

5. PRESENCE OF OPERATIVES AND OTHERS, ALSO BOOKS AND THEIR CUSTODIANS, ENFORCED AT THE PUBLIC EXPENSE.

Operatives in the department of business affected, and persons who keep the records of wages in such department and others, may be subpoenaed and examined under oath by the board, which may compel the production of books and papers containing such records. All parties to any such controversy or difference are entitled to be heard. Proceedings before the board are conducted at the public expense.

6. NO COMPULSION EXERCISED, WHEN INVESTIGATION AND PUBLICATION REQUIRED.

The board exercises no compulsory authority to induce adherence to its recommendations, but when mediation fails to bring about an adjustment it is required to render and make public its decision in the case. And when neither a settlement nor an arbitration is had, because of the opposition thereto of one party, the board is required at the request of the other party to make an investigation and publish its conclusions.

7. ACTION OF LOCAL BOARD — ADVICE OF STATE BOARD MAY BE INVOKED.

The parties to any such controversy or difference may submit the matter in dispute to a local board of arbitration and conciliation consisting of three persons mutually agreed upon, or chosen by each party selecting one, and the two thus chosen selecting the third. The jurisdiction of such local board as to the matter submitted to it is exclusive, but it is entitled to ask and receive the advice and assistance of the State board.

8. CREATION OF BOARD PRESUPPOSES THAT MEN WILL BE FAIR AND JUST.

It may be permissible to add that the act of the General Assembly is based upon the reasonable hypothesis that men will be fair and just

in their dealings and relations with each other when they fully understand what is fair and just in any given case. As occasion arises for the interposition of the board, its principal duty will be to bring to the attention and appreciation of both employer and employes, as best it may, such facts and considerations as will aid them to comprehend what is reasonable, fair and just in respect of their differences.

THE ARBITRATION ACT.

AS AMENDED MAY 18, 1894, AND APRIL 24, 1896.

AN ACT

To provide for a state board of arbitration for the settlement of differences between employers and their employes and to repeal an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employes," passed February 10, 1885.

State board of arbitration and conciliation: appointment and qualifications of members.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio.* That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employe or an employe selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the governor; and provided also, that appointments made when the senate is not in session may be confirmed at the next ensuing session.

Term.

SECTION 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner above provided.

Vacancy: removal.

If, for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

Oath.

SECTION 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman, and one of their number as secretary. The board shall, as soon as possible

Chairman and secretary.

after its organization, establish such rules of procedure as shall be approved by the governor.

Rules of procedure.

SECTION 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state, exists between an employer (whether an individual, co-partnership or corporation) and his employes, if, at the time he employs not less than twenty-five persons in the same general line of business in this state, the board shall, upon application as hereinafter provided and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers co-operating with respect to any such controversy or difference, and the term employes includes aggregations of employes of several employers so co-operating. And where any strike or lock-out extends to several counties, the expenses incurred under this act not payable out of the state treasury, shall be apportioned among and paid by such counties as said board may deem equitable and may direct.

Adjustment of differences between employer and employes.

As amended April 24, 1896.

Expenses, how paid.

SECTION 5. such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon the proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

Written decision in case of failure of such mediation.

SECTION 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy, and shall be signed in the respective instances by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board.

Application for arbitration and conciliation.

Contents of application as amended May 18, 1894.

May contain stipulation that decision shall be binding and such decision may be enforced.

Notice of time and place for hearing controversy.

Failure to perform promise made in application.

As amended May 18, 1894.

Power to summon and examine witnesses, administer oaths and require production of documents.

Subpoenas or notices, how served.

SECTION 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application, without any lock-out or strike, until the decision of said board, if it shall be made within ten days of the date of filing said application; provided, a joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and such decision to such extent may be made and enforced as a rule of court in the court of common pleas of the county from which such joint application comes, as upon a statutory award.

SECTION 8. As soon as may be, after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

SECTION 9. The board shall have power to subpoenae as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief, or otherwise, to have knowledge of the matters in controversy or dispute, and any who keeps the record of wages earned in such departments, and examine them under oath touching such matters, and to require the production of books or papers containing the record of wages earned or paid. Subpoenae may be signed and oaths administered by any member of the board. A subpoena or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasurer of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the board that such fees are correct and due.

And the board shall have the same power and authority to maintain and enforce order at its hearings and obedience to its writs of subpoena as by law conferred on the court of common pleas for like purposes.

Authority to enforce order at hearings and obedience to writs of subpoena.

SECTION 10. The parties to any controversy or difference, as described in section 4 of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

Submission of controversy to local board of arbitration and conciliation: selection of such board; chairman.

SECTION 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

Powers and jurisdiction of local board; decisions of such board.

SECTION 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitrators exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

Compensation of members of local board.

SECTION 13. Whenever it is made to appear to a mayor or probate judge in this state that a strike or lock-out is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employes involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in this state, involving an employer and his present or past employes, if at the time he is employing, or, up to the occurrence of the

As amended April 24, 1896.

Mayor or probate judge to notify state board of strike or lock-out.

State board to
communicate
with employer
and employee.

As amended
April 24, 1906.

State board
to endeavor
to effect am-
icable settle-
ment or to in-
duce arbitra-
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As amended
April 24, 1906.

strike or lockout, was employing not less than twenty-five persons in the same general line of business in the state, it shall be the duty of the state board to put itself in communication, as soon as may be, with such employer and employees.

SECTION 14. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or, if that seems impracticable, to endeavor to persuade them to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 9 of this act; provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such investigation and publication shall, at the request of the other party, be had. And the expense of any publication under this act shall be certified and paid as provided therein for payment of fees.

SECTION 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be all well five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said state board shall certify the amount due each witness to the amount of the payment on which the controversy or difference arises, and shall cause the same to be paid to the treasurer of said board by the state government.

SECTION 16. The said state board shall make a report to the governor and legislature, and shall in said report state the causes, facts and explanations as well as the names of the employers of the board, and such other matters as may be required by the members of the board, and shall also report the names of the employers of the board, and shall also report the names of the employers of the board, and shall also report the names of the employers of the board.

SECTION 17. The motion and conciliation hereby shall be at the rate of dollars a day for each day necessary traveling and other board shall, quarterly, certify and on presentation of his shall draw his warrant on the amount. When the state is in session, the adjutant general shall be present at such meeting.

SECTION 18. That an act for the creation and to provide for voluntary arbitration to adjust disputes between employers and employes," passed February 10, 1911.

SECTION 19. This act shall take effect from and after its passage.

RULES OF PROCEDURE.

1. Applications for mediation contemplated by section 6 and other official communications to the board must be addressed to it at Columbus. They shall be acknowledged and preserved by the Secretary, who will keep a minute thereof, as well as a complete record of all the proceedings of the board.

2. On the receipt of any document purporting to be such application, the Secretary shall, when found or made to conform to the law, file the same. If not in conformity to law, he shall forthwith advise the petitioners of the defects with a view to their correction.

3. The Secretary shall furnish forms of application on request.

4. On the filing of any such application the Secretary shall, with the concurrence of at least one other member of the board, determine the time and place for the hearing thereof, of which he shall immediately give public notice by causing four plainly written or printed notices to be posted up in the locality of the controversy, substantially in the following form, to-wit:

STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION.
COLUMBUS, O.,....., 189..

PUBLIC NOTICE.

The application for arbitration and conciliation between.....
employer, and employees, at
..... in County
will be heard at on the
day of 189.., at o'clock .. M.

THE STATE BOARD OF ARBITRATION.

By Secretary.

5. The Secretary, as far as practicable, shall ascertain in advance of the hearing what witnesses are to be examined thereat, and have their attendance so timed as not to detain any one unnecessarily, and make such other reasonable preparation as will, in his judgment, expedite such hearing.

6. Witnesses summoned will report to the Secretary their hours of attendance, who will note the same in the proper record.

7. Whenever notice or knowledge of a strike or lock-out, seriously threatened or existing, such as is contemplated by section 13, shall be communicated to the board, the Secretary, in absence of arrangements to the contrary, after first satisfying himself as to the correctness of the information so communicated by correspondence or otherwise, shall visit the locality of the reported trouble, ascertain whether there be still serious difficulty calling for the mediation of the board, and if so, arrange for a conference between it and the employer and employees involved, if agreeable to them, and notify the other members of the board; meantime gathering such facts and information as may be useful to the board in the discharge of its duties in the premises.

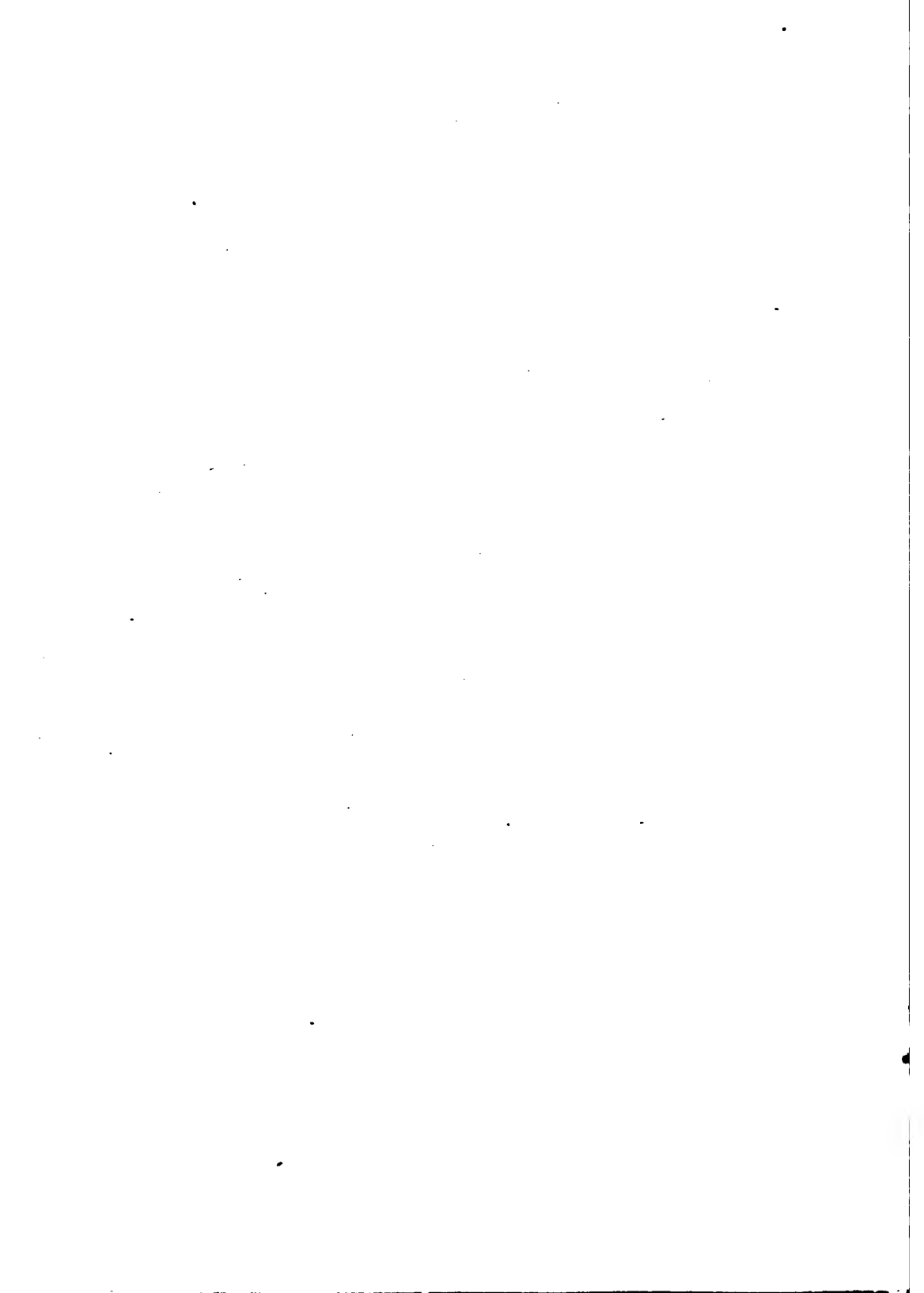
8. If such conference be not desired, or is not acceptable to either or both parties, the Secretary shall so report, when such course will be pursued, as may, in the judgment of the board, seem proper.

STATE.

9. Unless otherwise specified, the rules shall be as issued by the board shall be as

The foregoing rules have
approval.

Approved: WM. McKINLEY,



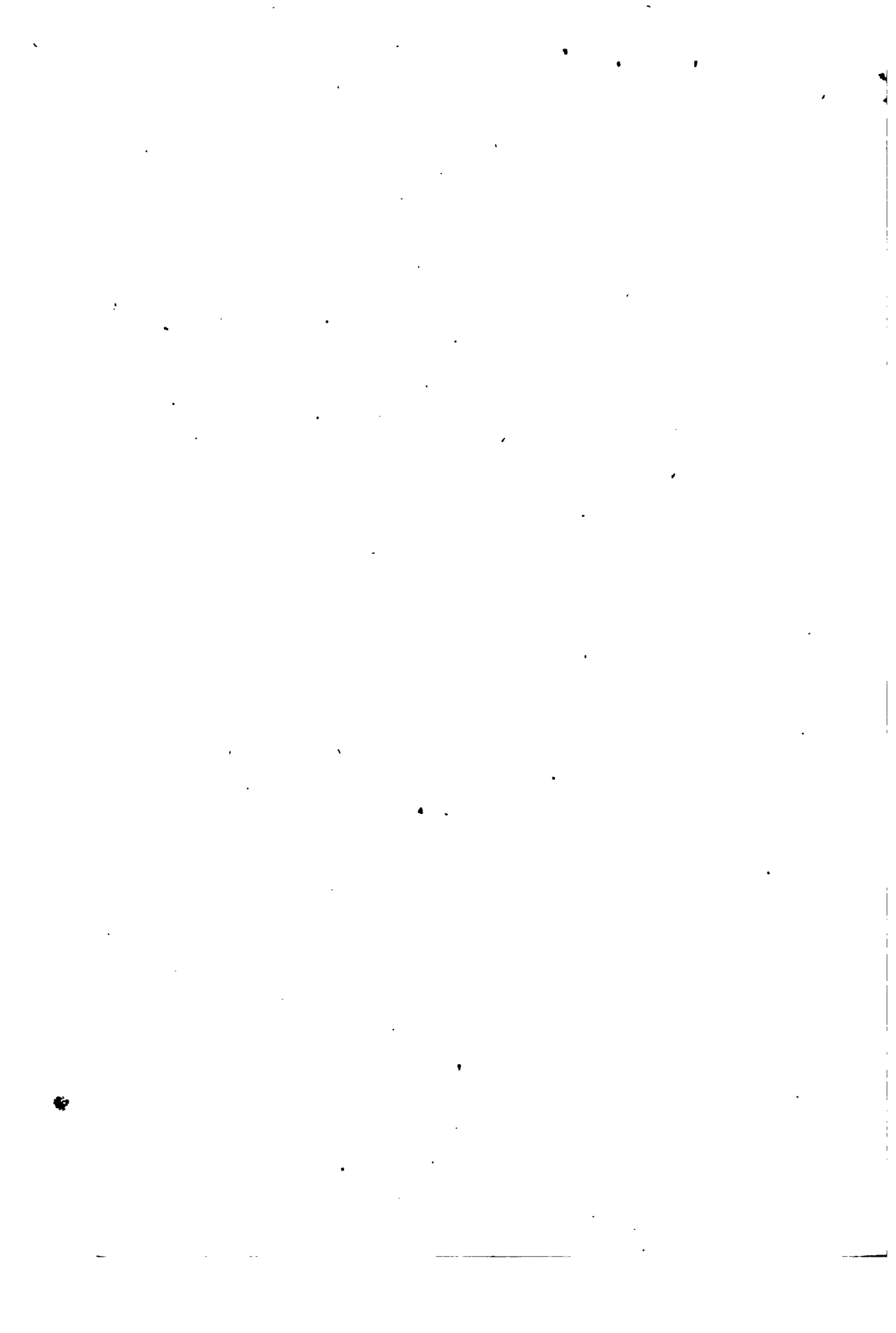


State Board

Governor (

Year End.

G
F. J. F



STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,
COLUMBUS, OHIO, September 9, 1907.

HON. ANDREW L. HARRIS, *Governor of Ohio*:

SIR:— I have the honor to transmit herewith the Fourteenth Annual Report of the State Board of Arbitration.

Very respectfully,

JOSEPH BISHOP,
Secretary.

ANNUAL REPORT

HON. ANDREW L. HARRIS :

SIR:— We have the
Legislature our report

The report contains
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lock-outs.

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usually reached. On the

side reject the good offices of the Board, decline to participate in friendly conferences and declare "there is nothing to arbitrate," the situation is aggravated and is generally attended by strikes or lock-outs and the consequent loss to employers, employees and the community.

During the past few years we have frequently come in contact with employers who refuse to recognize or deal with committees or other representatives of their employees, because of their membership in a labor organization.

We have failed to see any good results from such a course, but on the contrary, have observed harmful consequences in a number of cases. As we have indicated strikes have originated, been prolonged and embittered, resulting in great loss and suffering because of it.

Mutual recognition and friendly meetings between the representatives of employers and employees promote good will and friendly understanding between them and should receive the hearty approval of all concerned.

The number of men involved in strikes during the year was about 50,000.

Duration of strikes from one day to six months.

Loss to employees on account of strikes and lockouts approximate \$2,750,000.00.

We have no means of knowing the loss to employers on account of strikes or lockouts.

The cost of maintaining the Board during the year was \$4,000.00.

Very respectfully,

SELWYN OWEN,
NOAH H. SWAYNE,
JOSEPH BISHOP,
State Board of Arbitration.

REPORTS OF CASES.

PERKINS, CAMPBELL & COMPANY.

CINCINNATI.

The strike of the employes of Perkins, Campbell & Company, Saddlery Manufacturers, Cincinnati, which commenced November 15, 1905, was unsettled at the time of closing our last annual report.

Briefly stated, the strike was caused by the demand of Leather Workers' Union, No. 49, that the company discharge the foreman of the cutting department, claiming that under union rules, he was neither qualified for, nor entitled to the position.

The company refused to accede to the demand of the union and contended that as employers it had the right to select such foreman as it desired, and declared that it would not waive "the right to designate who shall occupy the positions in our factory, when we do so without any discrimination as to whether or not men are union or non-union."

There was no dispute between the company and the men about wages, hours of labor or other working conditions, the only difference being as to the rights of each in the selection and employment of a foreman.

While the company accepted the good offices of the Board and was ready to confer with the local or national officers of the union and endeavor to adjust the difficulty, the committee representing the strikers refused the services of the Board and declined to participate in any conference, or negotiations with the company.

During the progress of the trouble the employes of three other saddlery manufacturing establishments at Cincinnati to the number of about 200, inaugurated a sympathetic movement which aggravated the situation, prolonged the strike and rendered an adjustment more difficult.

The workmen were members of the National Brotherhood of Leather Workers and the company was identified with the National Saddlery Manufacturers Association, and each side was supported by its national organization.

The strike continued almost six months and was settled April 28, 1906, when, as the Board was informed the committee representing the strikers submitted the following proposition, which was agreed to by the Manufacturers' Association:

1st. Local No. 49, will waive the whole matter concerning Stanley Bezanson.

2d. That Local No. 49, will call off the present strike providing the committee of the N. S. M. A. agree that so far as the manufacturers can, they will take back such old employes as the present conditions will permit without prejudice as to their membership in the Union, or having been on a strike.

3d. That there will be no change in working hours or piece work price where the manner of working and conditions are the same as existed prior to November 16th, 1906.

4th. That the old employees returning, do so, with the understanding that they are to work in harmony and fellowship with present workmen, and the present employees will be required to do the same. No abusive works or actions will be permitted from any of the old or the new employees.

As stated in our last annual report, the difference between the company and its employees was such as could and should have been adjusted without a strike, and there is reason to believe that if the representatives of the men had accepted the good offices of the Board and yielded to its frequent request for a conference with the company, a settlement would have been reached within a few days after the strike was inaugurated.

THE CENTRAL OHIO LIME AND STONE COMPANY.

MARION.

On Tuesday, February 13, the Board was informed that 100 men in the employ of The Central Ohio Lime and Stone Company of Marion, were on strike against a reduction in wages from \$1.65 to to \$1.55 per day.

The Secretary visited Marion on February 14, and learned that the report as to the number of workmen involved in the strike was considerably exaggerated, and that instead of 100 men being out, not more than one-fourth that number were directly affected.

The company stated that it employed about 75 hands and that wages varied from \$1.65 to \$2.00 per day; that on account of unfavorable weather conditions the business was not profitable and that in order to continue operations the management proposed a reduction of ten cents per day until April 1st, when the former rate of pay would be restored.

This was acceptable to all but 22, who declared a strike and were paid off, the others continued to work at the reduced rate. After being out two or three days, the strikers reconsidered their action, accepted the reduction and returned to work.

As will be seen the strike was of short duration and did not cause serious loss to either the company or the workmen.

THE NILES TOOL WORKS COMPANY.

HAMILTON.

On Tuesday, March 6th, the Board learned of a strike at the works of The Niles Tool Company, located at Hamilton, and on the following

day the Secretary visited
and endeavor to promote

We were informed
ment of the business and
almost all of whom were

It was learned that
the question of an increase
shop in the foundry department
representative of the union
submitted to him a petition

To The Niles Tool Works

MR. JAMES K. CULLEN

DEAR SIR:—Iron Works
petition you to grant to the
wage rate of \$3.25 a day,
petition to exist hereafter to
into to embrace a period of
on March 5, 1906.

Signed.

The company declined
in consequence the mold
morning, March 6th, and
giving notice in the fore

Beginning on Monday
core makers in the employ
per cent and the time reduced
hours one week and 60 hours
on Wednesday morning, March

The above notice of
factory to the men, and the
company they insisted on
petition of March 5th.

On Thursday morning
with the official representative
with the president of the
and endeavor to reach an
of the same date a conference

mittee representing the union and quite satisfactory progress was made towards an adjustment.

At the close of the conference each side assured us that a friendly settlement would be reached, and that the further service of the Board was not necessary. Having received this assurance, the Board for the time being suspended its efforts, but continued to keep in touch with the situation.

Another conference was held between the parties on the following day when an understanding was reached, and the men resumed operations, having been out five days.

THE NATIONAL MALLEABLE CASTING COMPANY.

TOLEDO.

On Thursday, April 5th, the laborers employed by The National Malleable Casting Company at Toledo, to the number of 200 went on strike for an increase in wages.

On the following day the Secretary of the Board called on the company and was informed that the men went out without notice and without presenting any grievance or asking for an advance, and that the management was not aware of any dissatisfaction among them, or that they desired increased pay until after they went out. The company employed about 1,400 hands and the strike of the laborers caused the entire establishment to suspend operation. The management expressed a desire to deal fairly with all employes and assured the Board that the matter would be promptly adjusted.

On the other hand, we have the statement of representative strikers that for a long time the men had been dissatisfied with their pay and working hours; that while they were paid as common laborers, many of them were employed as helpers to the skilled workmen and therefore entitled to higher wages. They further stated that for a long time their wages varied from fifteen to seventeen cents per hour; that they demanded a uniform rate of nineteen cents an hour, and ceased work because the company refused to concede the advance.

The Board advised the representatives of the men to call on the management and endeavor to settle the trouble without further loss of wages or business, and within a day or two thereafter the strikers returned to work on terms acceptable to all concerned.

STONEWARE POTTERIES.

CROOKSVILLE.

On Saturday, April 7th, the Board received official notice from the mayor of Crooksville of a strike at the several stoneware potteries in that locality.

The Secretary of the Board visited Crooksville on Monday, April 9th, and learned from the manufacturers and the workmen that all the stoneware potteries at Crooksville were closed on account of the strike which commenced on Monday, April 2.

The workmen were members of Dewey Council, 7117, affiliated with the American Federation of Labor, and demanded an advance in wages and this being refused by their employers they ceased work. The strike involved seven establishments, employing in the aggregate about three hundred hands.

Previous to the strike the stoneware potteries of Crooksville had operated under an agreement entered into through the State Board of Arbitration in March, 1901, which provided as follows:

"It is further agreed that in order to prevent lockouts, and strikes in the future, the representatives of the employers and employes to this agreement shall meet in joint conference thirty days before the expiration of the agreement, and from time to time thereafter and as often as may be necessary to arrange terms, conditions and prices of labor for the following year and if such representatives of employers and employes are unable to reach an agreement for the next year before the expiration of the present arrangement, the matter in dispute shall be referred to an arbitration committee for settlement. Said arbitration committee shall be selected as follows: The employers shall select one and the employes shall select one and the two thus selected shall choose the third member of said arbitration committee who shall be chairman, and work shall be continued pending such arbitration without lockout or strike until the decision of said arbitration committee which shall be binding on all parties."

The committee representing the union informed the Board that about a month before the old agreement terminated, they met with the employers to consider certain changes which they desired in the scale of prices; that being unable to agree on a new schedule of wages, they proposed that the matters of difference be submitted to arbitration, and selected their arbitrator as provided by the former agreement; that on account of the prosperity in general business throughout the country, and particularly the advance in prices of household necessities, they were entitled to a reasonable increase in pay; that while their employers did not openly ignore the old agreement, they failed to observe its provisions, and choose their arbitrator as required, and therefore the workmen were justified in the position they had taken and would not recede from it.

On the other hand, we have the statement of the employers that the

schedule of wages demanded by the men was considerably higher than that paid for the same class of labor in other localities where the workmen were unorganized; that by reason of the lower wages paid in other districts, their competitors could undersell them, and to accede to the demands of the union would increase the cost of their product to such an extent that their competitors would have a still greater advantage over them; that they desired to deal fairly with their employes, and were willing to agree to such wages and conditions as would be accepted and paid by the manufacturers of stoneware in competing districts, but they could not enter into the agreement demanded by their employes unless it applied to other localities.

The Board held frequent meetings with the representatives of the employers and the employes, and also met with them in joint conference. The employers were firm in the stand they had taken; the workmen were equally so, and in consequence, were unable at that time to bring about an adjustment.

On April 23d the Chairman and Secretary of the Board visited Crooksville and spent several days in conference with the committees representing the manufacturers and the men, and notwithstanding the most friendly personal relations existed between them, they refused to make any concession looking to a settlement of their differences, and as they declined to submit the matters in dispute to arbitration, the Board suspended its efforts, but continued to communicate and advise with the representatives of employers and workmen until May 20th, when it was agreed that the men would resume work under the former scale, which should operate until January 1, 1907, when a new schedule of wages and agreement would go into effect and continue for two years.

The new scale specified the price for labor on all kinds and sizes of stoneware manufactured at Crooksville, and embraced about two hundred items.

It also provided that —

"Prices on new ware not listed are to be settled as follows:

"If the wheelmen and foreman at the factory where new ware is being made can agree on a price, same shall be made a part of the scale at once and be binding to all parties included in this agreement.

"If they are unable to reach an agreement within two weeks, same is to be brought before the Arbitrating Committee composed of two from Dewey Council and two from the manufacturers and the foreman and the wheelman at the factory where the differences arise. When an agreement is reached same is to become a part of the scale."

It will be observed that the agreement entered into between the stoneware manufacturers and their workmen at Crooksville, provides for the peaceful and friendly settlement of such differences as may arise between them, and also for the arbitration of questions which they may

be unable to adjust, and in this respect it is worthy of the attention of employers and employes generally.

The following is the agreement:

"It is agreed that in case any dispute or difference shall arise between any of the employes and employers included in this agreement, and which they are unable to adjust, the same shall be referred to an arbitration committee, which shall be composed of an equal number of employers and employes, and work shall be continued pending such arbitration without any lockout or strike until a decision of said arbitration committee, which shall be binding upon all parties.

"It is further agreed that in order to prevent lockout or strikes in the future, the representatives of the employers and employes to this agreement shall meet in joint conference 90 days before the expiration of this agreement and from time to time thereafter and as often as may be necessary to arrange terms, conditions and prices of labor for the year following, and if said representatives of employers and employes are unable to reach an agreement 30 days before the expiration of this agreement, the matter in dispute shall be referred to the State Board of Arbitration for settlement and work shall continue pending their decision, which shall be binding to all parties.

"It is also agreed that no workman shall be discharged except for good and sufficient cause and identification with any labor union shall not be deemed good cause.

"It is also agreed that all Jolleymen are to furnish their ware in first class workmanlike manner, such as filling their ware out solid and erasing the fettle marks satisfactory to the Superintendent, providing the fault is not in the mould or tool.

"This agreement entered into this 16th day of November, 1906, between the representatives of Dewey Council No. 7117, and the Stoneware Companies whose signatures are hereto annexed, agree to the following conditions, terms and prices for labor for the term of two years commencing January 1, 1907, ending December 31, 1908."

THE MAHONING VALLEY RAILWAY COMPANY.

YOUNGSTOWN.

On May 16th the Board was informed of a threatened strike of the motormen and conductors in the employ of The Mahoning Valley Railway Company, and on the following day the Secretary visited Youngstown, where the general offices of the company are located.

We learned that the trouble was not confined to The Mahoning Valley Railway Company, but that it also involved the lines of The Mahoning and Shenango Railway and Light Company and The New Castle and Lowell Railway Company, all of which were under the same general management, operating electric railway cars in Youngstown and having lines extending to Girard, Niles and Warren, in Ohio, and to Sharon and New Castle, Pennsylvania, a total distance of almost one hundred miles of track. While we could not take official cognizance of the matter beyond the State line, it was evident that the result of our work to bring

about an adjustment on that part of the system operating in our own State, would extend to the Pennsylvania towns.

Upon arriving at Youngstown, we were informed that the committee representing the motormen and conductors was in session, preparing plans for immediate action, and that in all probability a strike would be declared. We immediately sought out the committee and were promptly granted a conference, and at our request the committee suspended its plans, pending the efforts of the Board to promote an understanding between the men and the company.

The committee stated that the scale of wages and the agreement under which they had worked during the past year, expired on April 1st, and that they desired a new agreement, scale of prices and an advance of two cents an hour for all motormen and conductors, which the company was unwilling to grant; that the request of the men for increased pay was warranted by the marked increase in the business of the company and the cost of living; that they endeavored to render satisfactory service to the company and the public, and were anxious that the friendly relations between the management and the employes should not be disturbed, and assured the Board of their desire for an amicable understanding with the company, and if a mutual agreement could not be reached they were willing to submit the question to disinterested arbitrators and accept their decision.

The situation affected three hundred men, all of whom were members of The Amalgamated Association of Street and Electric Railway Employes of America, and were supported by their general organization in their demand for a new agreement and an advance in wages.

The company readily yielded to our request for an interview with reference to the demand of the men. The general manager said it was the desire and policy of the company to give due consideration to all just claims and grievances of its employes and to deal fairly with them, and as far as possible avoid unnecessary contention, and while the company regarded the demand of the motormen and conductors for an advance of two cents an hour as excessive, it did not refuse to increase their pay.

Other conferences were held with the result that a joint meeting between the company and the committee representing the men was held on May 18th, when the company submitted a proposition providing for a revised scale of wages for motormen and conductors of $21\frac{1}{2}$ cents an hour for the first six months' service, $22\frac{1}{2}$ cents for the second six months, and $23\frac{1}{2}$ cents an hour after the first year, and also to enter into an agreement with the union for a period of two years. This offer of the company, would, if accepted, give the men an increase of one and one-half cents an hour, being one-half cent an hour less than they demanded.

The members of the committee were not authorized to make any compromise settlement, and therefore could not accept the proposition, but after a friendly discussion, they agreed to recommend its acceptance,

SECTION 4. As regulated by the companies and the association, all runs shall be made, early and late, known as the two turn system, and all runs to be divided as nearly equal as possible. No runs are to be scheduled to exceed ten hours and thirty minutes. All runs under eight hours to be known as trippers and to be worked from the extra list. No regular scheduled run shall pay less than eight hours and forty-five minutes.

SECTION 5. Regular scheduled runs on Sundays where trips are omitted, motormen and conductors shall be paid same time as allowed on the regular week day schedule.

SECTION 6. That no car shall be operated by the said companies without a full crew, consisting of a motorman and conductor (except emergency cars and work cars), but freight cars shall be governed by Article 15 of this agreement. Eleven hours shall constitute a day's work on all emergency and work cars, and time and one-half time shall be paid for all over time and above eleven hours. When work cars are engaged transporting material over the lines of the said companies, or when going to or from the car barns, or from working points, they shall be under the charge of the operating department and the crew shall be subject to the rules governing the regular service. At all other times when material is being loaded or unloaded from car or when the car is engaged in track work or other construction or repair work, the crew shall be under the orders of the Superintendent of Construction or his foreman, so far as the operation of the car is concerned. The manager shall select the crews for snow sweepers, sprinklers and work cars from among those senior in the service.

SECTION 7. That the companies shall refuse, after thirty days' trial, to keep in their employ any member of the Association who may prove unsatisfactory to either party concerned in this agreement; also no person shall be allowed to act as either motorman or conductor who has not become a member of one division of the Association or a recognized student. In case of suspension or expulsion of any of its members by the Association, the companies agree to suspend or dismiss from their service such members upon satisfactory proof of the misconduct alleged for which such suspension or expulsion is made.

SECTION 8. That no person, after securing employment as either motorman or conductor, shall go on a car without first securing a permit from a member of a committee of one of the Divisions of the Association.

SECTION 9. That it shall be optional with regular motormen or conductors whether they shall work over-time or not, except in cases of motormen or conductors reporting late for duty or are serving time on extra list.

SECTION 10. That if any man thinks he is not competent to operate the opposite end of the car upon which he has been employed, he shall not be required to do so.

SECTION 11. And it is further agreed that the Association in using stools on lines of the companies, shall be governed by bulletins agreed upon by both parties.

SECTION 12. That any member of the Association who shall be elected to any office which shall require his absence from the employ of the companies, leave shall be granted him and on his return he shall have his place on said companies' lines, and if the service of any member of the Association shall be required in the office or operating department of the said companies for a period not exceeding thirty days, leave shall be granted and at the expiration of said period he shall take his place on the lines of the said companies, and in no case shall he be granted second leave without the consent of his division.

SECTION 13. Free transportation on all lines of the said companies shall be granted to all employees covered by this agreement, upon application for the same

at the respective offices of the said companies, in Youngstown, Niles or New Castle.

SECTION 14. Any member of the Association who may be suspended for misconduct or any other cause, except reporting late for duty, shall not be required to report until the last regular report of the day preceding the expiration of his sentence. Any member of the Association who may be suspended for any cause whatever and after investigation is found not guilty of the offense for which he was suspended, shall be reinstated to his former position and be paid for the time lost at the same rate that he would have received had he been operating his car.

SECTION 15. All freight car crews shall consist of a motorman and conductor, and helpers when considered necessary by the said companies. Motormen and conductors shall receive \$2.70 per day and helpers shall receive \$1.75 per day, eleven hours to constitute a day's work, commencing at 6:30 A. M. All time worked over the regular schedule shall be paid at the same rate per hour as the day's wages are on an eleven hour day.

SECTION 16. All regular men reporting extra at any time, except the regular reporting time for the regular runs in the morning and afternoon, shall be paid one-half time for all time held before being put to work or excused. Extra lists shall be posted at all Dispatchers' offices where extra men report, not later than five o'clock in the afternoon for the day following.

SECTION 17. Each motorman and conductor shall be entitled to and hold his run in accordance with his age in the service of the companies at the barn from which he is employed. The preference of runs shall always belong to the oldest men in continuous service, except where men are considered incompetent to hold such run. In such event, the companies will take up the case with the proper committee of the association and, after a mutual, satisfactory understanding has been reached, then the employe next in line for promotion will take his place. This rule shall govern all vacancies in the future.

SECTION 18. It is further understood and agreed between the said companies and the association, that, in consideration of the foregoing, said employes will, to the best of their ability conduct themselves as gentlemen; be courteous to passengers and the traveling public and work at all times to the best interest of the said companies; that they will keep a strict compliance with all rules and regulations of said companies and cheerfully obey all orders of the same when not in conflict with the rules and scale of wages entered into in this agreement. They further agree at all times to protect the property of said companies from injury at their own hands and at the hands of others, when in their power to do so; that in the handling of cars of all kinds to use their best judgment and to use every effort to prevent injury to the property and persons of the traveling public.

JOURNEYMEN HORSESHOERS.

CLEVELAND.

During the latter part of May the members of Journeymen Horse-shoers' Union, No. 15, Cleveland, demanded a Saturday half holiday, with full pay during the months of June, July, August and September, and also that no work be done after ten minutes following the regular quitting time.

The demands were refused by the master horseshoers, and this being made known to the journeymen, they ceased work and declared a strike on June second.

The employers informed the Board that in 1901 they granted their employes a nine hour day with an increase in wages and extra pay for overtime, and in 1905 they voluntarily gave them a Saturday half holiday with full pay during July and August; that the demands of the men for a Saturday half holiday with full pay for four months, and that employers should be denied the right to dispose of unfinished work at quitting time, was unreasonable and unjust and would injure the business of the employers and their patrons.

The position of the master horseshoers on the question at issue was made known by them in the following public statement issued May 28th:

At a regular meeting of the Master Horseshoers' Association, held May 28, a resolution was passed to close our shops on Saturday afternoon during the months of July and August, with pay and that the old overtime agreement prevail, viz: that we close our shops at 5 P. M. with the privilege of one hour to finish up work that was unfinished at 5 P. M.

This we insist is necessary to protect the interests of our patrons.

J. P. ADAMS, *Cor. Sec.*

We are affiliated with the Employers Association.

After being on strike ten days the journeymen reconsidered their action, modified their demands and submitted to the employers the following as their ultimatum:

CLEVELAND, OHIO June 12th 1906.

To the Master Horse Shoers' Association:

We, the Journeymen Horse Shoers' Union Local No. 15, of Cleveland, Ohio, have resolved to present our ultimatum:—

First, we agree to allow our members to work until fifteen minutes after five and fifteen minutes after twelve during the months of June, July and August, with pay; that we will not work overtime from the first day of April to first day of November with the allowance of fifteen minutes to finish up; that we will not work for Masters that will keep open their shops after fifteen minutes after five, and fifteen minutes after twelve during said months, that is, the Master has the privilege to tighten up a shoe or tack one on, but not shoe a horse.

J. J. SMITH,

ANDREW DOYLE,

J. L. POLLITT,

Committee.

The Board met with committees representing each side from time to time, and with the aid of the officers of the Central Labor Union of Cleveland, arranged for a joint conference between the representatives of the masters and the journeymen, which was held at the room of the Board on June 16th, with the result that an agreement was entered into, the strike was declared off and the men resumed work on Monday, June 18th.

The following is a copy of the agreement:

MEMORANDUM OF AGREEMENT ENTERED INTO ON SATURDAY,
JUNE 16th, IN ROOM 57, FOREST CITY HOUSE,
CLEVELAND, OHIO.

The committees representing the Journeymen Horseshoers' Union No. 15, and the Master Horseshoers' Association, both of Cleveland, Ohio, hereby agree to the following as a settlement of the differences existing between their respective Associations.

1st. Nine (9) hours shall constitute a day's work between the hours of seven (7) A. M. and five (5) P. M., sun time, excepting Saturday, during the months of June, July and August, when the working hours shall be from seven (7) A. M. to twelve (12) noon with a full day's pay.

Eight (8) hours to constitute a day's work on Saturday during the other months of the year with full pay between the hours of seven (7) A. M. and four (4) P. M. sun time.

2d. No journeymen shall be compelled to work any overtime during the months of May, June, July, August, September and October. Any necessary overtime during the other months shall be paid the extra rate of fifty (50) cents per hour.

3d. All men that desire to do so, shall return to their former employment.

4th. The respective committees further pledge themselves to use every honorable effort to induce the Master Horseshoers of Cleveland to so regulate their work and the opening and closing of their shops, so as to conform to the working hours per day herein specified, the same to apply to the partnership shops.

Signed for Journeymen Horseshoers.

ANDREW DOYLE,

J. S. BARBER,

JOHN H. McSHERRY,

JOHN SHEEDY,

WM. J. BOYCE,

J. J. SMITH.

Signed for Master Horseshoers.

J. P. ADAMS,

A. C. PARK,

T. BOWLEY,

per J. P. ADAMS,

JOHN FOX,

M. GIBBEN.

Witnessed by

HARRY D. THOMAS,

FRED ZEPP,

JOSEPH BISHOP,

Sec'y State Board of Arbitration.

In this connection the Board desires to acknowledge the valuable assistance rendered by Mr. Harry D. Thomas, Secretary of the Central Labor Union, and Mr. Fred Zepp representing the Brewery Workers of Cleveland. Their influence and hearty co-operation with the Board in promoting a settlement of the controversy is fully appreciated.

CLEVELAND AND SOUTHWESTERN TRACTION COMPANY.

CLEVELAND.

On June 13th the Board was officially notified by the Secretary of the Trade and Labor Council of Cleveland and also by the mayor of

Cleveland, of a threatened strike of motormen, conductors and other employes of The Cleveland and Southwestern Traction Company.

The Secretary of the Board visited Cleveland at once, and immediately put himself in communication with the officers of the company and officials of The Amalgamated Association of Street and Electric Railway Employes of America, with which the employes were affiliated. The company operated electric railway cars, having lines extending from Cleveland to Elyria, Lorain, Norwalk, Oberlin, Wellington and Wooster, and employed about two hundred men, one hundred and twenty of whom were motormen and conductors.

There was imminent danger of a strike. Each side desired that all members of the Board should be present, and accordingly on June 17th, a meeting of the full Board was held at Cleveland.

We were informed by the union officials that the Cleveland and Southwestern Traction Company paid the motormen and conductors 20 cents an hour for the first year, 22 cents for the second year, and 23 cents for the third year, and thereafter for all train service outside the city limits; and that for service within the city limits, they were paid by The Cleveland Electric Railway Company at the rate of 21 cents an hour for the first year, 23 cents for the second, and 24 cents for the third year; that the union demanded the motormen and conductors be given the same rate of pay for service beyond the city limits as they received for service within the city, and that reasonable advance in wages be granted to other employes and certain changes in the rules governing working conditions; that notice of the proposed changes was given to the company by the union on March 7th, as required by the agreement entered into between them on April 1, 1905, and that since the old agreement terminated on April 8th, 1906, there had been no understanding as to wages or working conditions, and although several meetings had been held with the company, they were unable to adjust their differences.

They also informed the Board that the union would postpone definite action pending the efforts of the Board to bring about a settlement, but unless an agreement was speedily reached, a strike would follow.

The following is a copy of the communication presented to the company, setting forth the changes originally proposed by the union to the agreement which expired on April 8th:

ELYRIA, OHIO, March 7, 1906.

TO THE HON. F. T. POMEROY, *Pres., and the Executive Com.*
Of The Cleveland and South-Western Traction Co.

GENTLEMEN:—We, the members of Division 380 of the Amalgamated Association of Street and Electric Railway Employes of America, wish to submit the following changes and alterations to the present agreement existing and in force between the Cleveland and South-Western Traction Company and our division association.

First, that the heading of said agreement be changed so as to read as follows:

Memorandum of agreement entered into this ——— day of April, 1906, by and between the Cleveland and South-Western Traction Company, party of the first part, hereinafter called the Company, and the Amalgamated Association of Street and Electric Railway Employes of America, Division 380, Elyria, Ohio, party of the second part, hereinafter called the Association.

2d. That Section one be amended so as to read as follows:

The Company through its proper officers agrees to treat with any committee authorized by the Association on any and all questions of dispute, and on failure to reach a settlement with the operating officers of the Company, the Association has the right to appeal the case to the executive committee of the Company, who agrees to hear the appeal. And, after these efforts have been exhausted and no settlement reached, it is agreed that the question or questions shall be submitted to arbitration on the following basis:

The Board of Arbitration shall be composed of disinterested parties; the Company to choose one man and the Association one man; the two men thus chosen shall choose the third man; the three men thus selected shall constitute the Board of Arbitration; who will hear the final appeal of the case and render decision on the same. The decision of the Board of Arbitration shall be final. Both parties to this agreement agreeing to abide by their decision. The Company agrees to pay cost of arbitration.

3d. That Section three be amended so as to read as follows:

Ten hours shall constitute a day's work for all employes other than the line men and train service men, except where twenty-four hours continuous service is required, then the day shall be divided into three shifts of eight hours each, with the exception of sub-station attendants, who will be given the equivalent of fifteen days a year off without loss of pay.

It is further agreed that the firemen, coal passers, boiler inspectors, oilers and ash wheelers will also be given the equivalent of fifteen days a year off without loss of pay, and any employe included in this section when required to work over-time shall be paid at the rate of time and one-half.

It is further agreed that all employes included in this section except engineers, firemen, coal passers, boiler inspectors, oilers, ash wheelers, sub-station attendants and the necessary car inspectors shall be paid at the rate of time and one-half for holidays and Sundays. It being understood that any man who repairs cars shall not be termed an inspector. For linemen a day's work shall consist of nine hours. Double time shall be paid for Sundays and holidays and time and one-half for all over time.

It is further agreed that linemen shall not be required to do track bonding and in no case be required to work single handed with an inexperienced man.

4th. That Section 4 and 5 be consolidated and then amended so as to read as follows:

For train men all runs shall conform to as near a ten-hour work day as possible, and there shall no run exist that cannot be completed inside of twelve consecutive hours. Any run that does not exceed eight hours shall be placed as an extra run unless some regular trainmen desires such run. It being understood that there shall not more than two such runs as last mentioned exist.

5th. That Section six be stricken out and the following be inserted:

It is further agreed that all men employed in the train service, power houses, and all branches thereof, shops and all branches thereof, and the wire and line department must be members of Division 380 of the Association, and any person violating this agreement, or disturbing negotiations between the parties thereto shall upon satisfactory proof of the same be expelled from the association, and any person expelled from the association shall be discharged from the service of the Company, and no man will be allowed to go on a car for the purpose of

learning the road without a permit from the association. It being understood that the association has the right to protect its principles.

6th. That section seven be amended so as to read as follows:

In train service, employees shall be paid from the time they are required to report for work until they are relieved from duty at the starting point, and train crews when required to dead head, shall receive full pay for such time. It being understood that Elyria and Berea shall be known as headquarters for extra men.

7th. That Section eight be amended so as to read as follows:

All members of the association to be given free transportation over the lines of the company. This transportation to be in such shape that a member can use it at his own discretion; and members' wives to be given return trip passes good on regular schedule cars at any time. Passes to be issued at the Dispatcher's, Chief Engineer's and Master Mechanic's offices, and any member living in the city of Cleveland, that is required to pay a city fare shall be given two city tickets a day for transportation to and from work. All members to have the privilege of living wherever they please so long as they can reach their work on regular schedule cars, but the Company in no case shall be required to pay time and one-half for over time on account of a relief failing to arrive on time.

8th. That Section eleven be stricken out and the following be inserted:

Employees who turn into the offices of the company articles found in the cars or on the company's property shall be given a descriptive receipt for the same, and at the end of thirty days on presenting his receipt shall be given the article or a receipt from the owner with his full address.

9th. That Section twelve be amended so as to read as follows:

It is further understood and agreed that the train service men shall receive for the first year twenty-four and one-half cents per hour, and for the second year and thereafter twenty-seven cents per hour. Line men shall receive a twenty-five per cent increase over the wages they now receive. Firemen, coal passers, boiler inspectors, oilers and substation attendants shall be given a twenty per cent. increase over the wages they now receive. And the man in charge of the Elyria car barns shall be given \$90.00 per month, and all other employees of the company shall receive an increase of fifteen per cent over the wages they now receive. It being understood that there shall be no man employed to repair cars for less than twenty cents per hour.

10th. That Section thirteen be amended so as to read as follows:

At any time the company wishes to change the schedule it is agreed that there shall be a list of the runs posted on all bulletin boards for a period of two weeks previous to such change, and all employees to have their respective places in their departments in accordance with their continuous age in the service of the department. Priority of service always to determine an employee's right.

11th. That Section fourteen be stricken out and the following be inserted:

It is further understood and agreed that where an employee of the company is barred from the city, he shall take his run as far as the city limits and there wait under full pay until his run returns from the square when he will again take his run. It being understood that any employee of the Company barred from the city at the present time shall at the next shake-up and thereafter assume his own rights on the choice of runs.

12th. That Section fifteen be amended so as to read as follows:

Any member of this association who holds an office in the association that requires his absence from the company's employ shall be given such leaves of absence as may be necessary for him to have to fulfill the duty of his office and he be placed in his regular position with the company on reporting the day before going to work.

13th. That the first half of Section sixteen be continued as it now stands, and that the last half which reads as follows:

"This agreement shall continue in force and effect for one year from date, and any change or alteration desired by either party to this agreement must be submitted to the other at least thirty days previous to its expiration, otherwise this agreement shall continue in force for two years," shall be stricken out.

14th. That the following sections be added to the agreement as amended.

Sec. No. — All employees of the company shall be paid in cash or currency.

Sec. No. — It is further understood and agreed that when train men are required to go to the barns to get their cars or return the same they shall receive fifteen minutes' time at full pay for such work. It being understood that this section of this agreement shall apply to the present location of the barns, and should a barn be moved or the present arrangements be changed, this section No. — can be re-opened at any time without releasing or disturbing the balance of this agreement or any other section thereof.

Sec. No. — It is further agreed that where an employee of this company is required to hold an engineer's license, he shall receive the same pay as other engineers employed by the company.

This agreement shall continue in force and effect for two years from date and should a change be desired by either party to this agreement, the dissatisfied party must notify the other at least thirty days previous to its expiration, otherwise this agreement shall continue in force for three years.

Respectfully submitted on the part of the organization,

A. L. BEHNER,
President.
R. H. FINNEGAN,
Secretary.

(Signed.)

When first approached by the Board, the company explained that it preferred to not make any formal statement with reference to the controversy with its employees at that time, and desired to defer such statement until a later date, when it would furnish full information on the subject.

The Board continued to meet with the representatives of each side, counselling moderation in their dealings with each other, until June 18th, when a joint conference between the officials of the company and the union was held with the members of the Board. After some discussion with reference to their differences, the company submitted the following written statement as to its position in the matter:

CLEVELAND, OHIO, June 18, 1906.

Honorable Ohio State Board of Arbitration.

SIRS: — In response to your verbal invitation that we meet with the members of your Board and a Committee representing Division 380 of the Amalgamated Association of Street and Electric Railway Employees of America, for the sole purpose of making a statement to you of the position of the Cleveland & South-Western Traction Company in reference to the existing controversy with its employees, we beg to state as follows:

On April 8, 1905, The Traction Company entered into an agreement with the Amalgamated Association in writing, a copy of which agreement is hereto at-

tached marked "Exhibit A". In compliance with the terms of Section 16 of this contract the Association gave notice previous to the expiration of the contract that it desired changes or alterations therein. In response to such notice a committee of the Directors of the Traction Company had several lengthy meetings with the Association, at which all questions with reference to working conditions, wages of employes and terms of a new contract were discussed. After such meetings and discussions, and as the result thereof, all matters connected with the working conditions and all questions of wages with the sole exception of the wages of motormen and conductors, were agreed upon by the Association and the Traction Company. The Association insisted that the wages of motormen and conductors, known collectively as trainmen, should be raised from the present basis, as follows:

For the 1st year, .	20 cts. per hour.
For the 2d year,	22 cts. per hour.
For the 3d year and thereafter,	23 cts. per hour.

to the following basis:

For the 1st year,	21 cts. per hour.
For the 2d year,	23 cts. per hour.
For the 3d year and thereafter,	24 cts. per hour.

The Traction Company could not accede to this request, and it was the understanding of the Traction Company that it was the desire of the Association to strike out from the contract all reference to wages. The Traction Company thereupon thinking it was complying with the desires of the Association in that regard, agreed to omit the wage scale from the contract. The Association thereafter asked for another meeting and insisted upon putting into the contract the wage scale last above mentioned; to this the Traction Company declined to accede; but by an unfortunate misunderstanding, the Association concluded that the Traction Company would agree to such scale and thereupon executed a contract including such increase of wage scale, a copy of which contract is hereto attached marked "Exhibit B".

The only differences therefore, now existing between the Association and the Traction Company is the matter of wage scale for trainmen, the Company being willing to continue the present scale of wages until conditions justify a change, and the Association declining to accept the same.

The above being a statement of the negotiations and the differences that exist, we take it that the only other statement or information your Board desires from the Traction Company is a brief statement of the reasons which led the Traction Company to its position on the wage scale.

We take it that the question of wages should be determined by two considerations, as follows:

1st. The going scale of wages or market price of labor in the community affected by the dispute, provided such going scale of wages is reasonable.

2d. The ability of the employer to pay more than the going scale of wages or the reasonable wage scale.

In considering the wage scale paid by the Traction Company, comparison should be had with other interurban properties similarly situated, but not more favorably situated than the Cleveland & South-Western Traction Company. With this in mind, the Traction Company has prepared and submits herewith, same being marked "Exhibit C", a tabulated statement of trainmen's wages of twenty-six (26) Electric Interurban Railways. Such a statement was collected about January 1st, 1906, and the Traction Company is not advised of any changes in such statements, except in the wage scale of the Detroit, Monroe & Toledo Short Line Railway, which is now paying a slightly increased rate than that shown in

the statement. Such statement shows that the average wage of trainmen by said twenty-six roads is as follows:

For the 1st year,	18.7 cts. per hour.
For the 2d year,	19.5 cts. per hour.
For the 3d year,	19.9 cts. per hour.

When such comparison is carried beyond three years it will be noted that the highest average scale is 20.3 cents. per hour. It will be noted that the Cleveland & South Western Traction Company is paying a wage much higher than the average wage above mentioned, and a higher wage scale than the Northern Ohio Traction and Light Company and the Lake Shore Electric Railway Company, the two latter companies having a greater mileage and earning. power per mile than the Cleveland and South-Western Traction Company. They are, however, from all standpoints the roads with which comparison should be made when considering the wage scale of the Cleveland & South-Western Traction Co. The Cleveland, Painesville & Eastern Railway Co. is the only interurban road entering Cleveland paying as high a wage scale to trainmen as the Cleveland & South-Western Traction Company.

The Traction Company thinks that the above figures demonstrate that the Cleveland & South-Western Traction Company is paying its trainmen much more than the average received by trainmen on other roads similarly situated, and considerably above the average paid to the trainmen of electric interurban railroads entering Cleveland.

Although the Traction Company does not think that strictly speaking its ability to pay or not to pay a higher wage than the average scale should be considered, it is willing to make a statement with reference thereto to your committee for the purpose of showing the manner and spirit in which the demands of its employes have been met.

The Traction Company has an outstanding issue of preferred stock amounting to \$1,800,000.00, all having been issued for full value. No dividends have been paid on any portion of this preferred stock since the 1st of March, 1905, and the stockholders of the road have for such period therefore, been without any interest or return on their investment.

Respectfully,

THE CLEVELAND & SOUTH-WESTERN TRACTION CO.,

By F. T. POMEROY,

President.

The following is a copy of the agreement entered into between the company and the union on April 8th, 1905, and referred to in the foregoing statement of the company:

EXHIBIT "A".

MEMORANDUM OF AGREEMENT.

Memorandum of agreement entered into this 8th day of April, 1905, by and between The Cleveland & South-Western Traction Company, party of the first part, and the Amalgamated Association of Street and Electric Railway Employees of America, Division Number 380, Elyria, Ohio, party of the second part, Witnesseth:

SECTION 1. The Cleveland and South-Western Traction Company through its proper officers agrees to treat with any authorized committee of this organization on any question arising between them. On failure to reach a settlement

with the operating officers of the company the division has the right to appeal to the Executive Committee of the Company, who will treat with the Committee of the Division and decide the case.

SECTION 2. It is further understood and agreed that where an employe is suspended or discharged from the service of the Company, and after a thorough investigation it is found that he is not guilty of sufficient cause to warrant such action, he shall be re-instated and paid for all lost time.

SECTION 3. Ten hours shall constitute a work day for all shop, line, power house and other employes, except that where twenty-four hours continuous service is required, then the day shall be divided into three shifts of eight hours each, with the exception of sub-station attendants, who shall be entitled to the equivalent of one day off each month without loss of pay.

SECTION 4. For conductors and motormen all runs shall conform to as near a ten-hour work-day as possible.

SECTION 5. It is further understood and agreed that there shall no runs exist that cannot be completed inside of twelve consecutive hours, and that any run that does not exceed eight hours shall be placed as an extra run unless some regular train man desires to choose said run.

SECTION 6. Where machinists, blacksmiths, carpenters, painters, armature winders, electricians, babitters, linemen, etc., other than the necessary inspectors, greasers and train service men, are required to work over time or on Sunday, they shall be paid at the rate of time and one-half.

SECTION 7. In train service employes shall be paid from the time they are required to report for work until they are relieved from duty, and train crews when required to dead-head, shall receive full pay for such work.

SECTION 8. All members of this division to be given free transportation over the lines of the Cleveland and South-Western Traction Company; this transportation to be in such shape that an employe can use it at his own discretion; employes' wives to be given return trip passes good on regular passenger cars at any time; passes to be issued at the Dispatcher's, Chief Engineer's and Master Mechanic's office.

SECTION 9. Train men shall not be required to sweep or grease cars.

SECTION 10. No employe to be suspended or discharged without first being given a hearing before the proper officer.

SECTION 11. All employes to have the privilege of living where they please so long as they can reach their work on regular scheduled cars, but the Company in no case shall be required to pay time and one-half over time on account of his relief failing to arrive on time.

SECTION 12. Motormen and conductors to be paid by the hour on the following basis:

For the 1st year,	20 cts. per hour.
For the 2d year.	22 cts. per hour.
For the 3d year and thereafter,	23 cts. per hour.

SECTION 13. At any time the company wishes to change the schedule it is agreed that there shall be a list of the runs posted on the bulletin board for a period of two weeks previous to such change.

SECTION 14. All train service men shall have their respective places on the lines on which they are employed in accordance with their continuous age in the service of the company; priority of service always to determine employe's rights.

SECTION 15. Any member of this association who holds an office in the organization that requires his absence from the Company's employ, shall upon the retirement from said office be placed in his former position.

SECTION 16. It is further agreed that all extra work shall be done by extra men when available.

This agreement shall continue in force and effect for one year from date, and any changes or alterations desired by either party to this agreement must be submitted to the other at least thirty days previous to its expiration; otherwise this agreement shall continue in force for two years.

(Signed.) On the part of The Cleveland & South-Western
Traction Company.
by F. T. POMEROY, *President*.
E. F. SCHNEIDER, *Secretary*.

On the part of the Organization,
CARL J. ECKERT, *President*.
A. L. BEHNER,
J. H. PEAKE,
Ex. Board.

The conference adjourned without a settlement, and while it was not entirely satisfactory, the discussion of the differences between the company and the men resulted in removing certain misunderstandings which had previously existed and gave promise of an early adjustment.

The Board was constant in its endeavors to conciliate matters and remove the difficulties in the way of an understanding, and on June 19th the company submitted to the Board a final proposition, that from and after August 1, 1906, it would pay motormen and conductors 21 cents an hour for the first year, 23 cents for the second year, and 24 cents for the third year and thereafter, and would enter into an agreement with the union to be dated as of April 8th.

This offer was made known to the union officials, and although they were reluctant to accept it, for the reason that it did not provide increased pay for other employes, they finally agreed to recommend its acceptance, and called a general meeting of the men to consider the matter. The meeting was held at Elyria at midnight on June 20th, and by request, the Secretary of the Central Labor Council of Cleveland, and the Secretary of the Board were present, both of whom advised and urged the acceptance of the proposition, as did also the official representatives of the union. The vote was almost unanimous in favor of accepting the offer of the company, and on the morning of June 21st the following agreement was entered into between the company and the union and witnessed by the Chairman and Secretary of the Board:

MEMORANDUM OF AGREEMENT.

Memorandum of agreement made and entered into this 8th day of April, 1906, by and between The Cleveland & South-Western Traction Company, party of the first part, hereinafter called the Company, and the Amalgamated Association of the Street and Electric Railway Employes of America, Division No. 380, of Elyria, Ohio, party of the second part, hereinafter called the Association.

First: The Company through its proper officers agrees to treat with any

committee authorized by the Association on any and all questions of dispute, and on failure to reach a satisfactory settlement with the operating officers of the Company, the Association has the right to appeal the case to the Executive Committee of the Company, who will treat with the Committee of the Association and render a decision.

Second: Ten (10) hours shall constitute a day's work for all employees other than train service men, except where twenty-four (24) hours continuous service is required, then the day shall be divided into three (3) shifts of eight (8) hours each, with the exception of sub-station attendants. The sub-station attendants' wages to be increased to an amount equivalent to twelve (12) days per annum.

Third: Where machinists, blacksmiths, carpenters, painters, armature winders, electricians, babbitters, linemen, etc., other than necessary inspectors, greasers and train service men, are required to work overtime or on Sunday and holidays, they shall be paid at the rate of time and one-half.

Fourth: For trainmen all runs shall conform to as near a ten (10) hour work day as possible and there shall no run exist that cannot be completed inside of twelve (12) consecutive hours, and any run that does not exceed eight (8) hours shall be placed as an extra run, unless some regular trainman desires to choose such run.

In the train service, employees shall be paid from the time they are required to report for work until they are relieved from duty at the scheduled starting point, except in cases where a run is completed at a point where it is necessary for the crew to lay over for the night. In such cases the crew will be allowed the dead head time only, and trainmen when required to dead-head shall receive full pay for such dead-head time. It being understood that when an extra man is compelled to dead-head over the road to relieve a regular man before he has completed his run, the dead-head time shall be allowed the extra man and deducted from the time of the regular man so relieved.

Fifth: All members of the Association to be given free transportation over the line of the Company. This transportation to be good on any regularly scheduled local train at any time. In case where they wish to travel on limited trains, they will be required to secure a special trip pass which shall be given them in reasonable numbers. Employees' wives are to be given return trip passes good on all regularly scheduled trains at any time. Passes to be issued at the Dispatcher's, Chief Engineer's and Master Mechanic's offices, and all shop employees living in the city are to be given two (2) tickets a day for transportation in the city.

Sixth: All members to have the privilege of living wherever they please so long as they can reach their work on regular scheduled cars, but the Company in no case shall be required to pay time and one-half for over time on account of relief failing to arrive on time; it being understood that the residence of the line-men shall be such that it will not cause unnecessary delay in taking care of emergency work when the road or any division thereof is out of operation by reason of a break in the line.

Seventh: Employees who turn into the offices of the Company lost articles found in the cars or on the Company's property, shall attach to same a tag provided for that purpose. The tag shall bear a brief description of the article and the time and place the article was found. This tag shall have a coupon bearing the same number as the tag. On presentation of this coupon after the expiration of sixty (60) days, the article found shall be returned to the party finding the same, unless it shall have been returned to the owner. When the article is returned to the owner, the tag shall be removed from same and a report made on the back of the tag giving the owner's name and address, and the date the article was returned to the owner.

Eighth: At any time the Company wishes to change the schedule it is agreed that there shall be a list of runs posted on all bulletin boards for a period of one (1) week previous to such change and all employes to have their respective places in accordance with their continuous age in the service of the department. Priority of service always to determine an employe's rights on the Division on which he is employed; it being understood that the oldest employe has the first choice and others in the order of their seniority.

Ninth: Any member of this Association who holds an office in the Association that requires his absence from the Company's employ shall be given such leave of absence as may be necessary for him to have to fulfill the duties of his office and he is to be placed in his regular position with the Company on reporting for duty the day before he desires to go to work.

Tenth: All employes of the Company shall be paid by the usual form of bank check, or in cash or currency if the Company desires to do so.

Eleventh: It is further understood and agreed that where an employe is suspended or discharged from the service of the Company, and after a thorough investigation it is found he is not guilty of sufficient cause to warrant such action, he shall be re-instated and paid for all lost time.

Twelfth: Trainmen shall not be required to sweep or grease cars.

Thirteenth: No employe to be suspended or discharged without first being given a hearing before the proper officer.

Fourteenth: On and after August 1st, 1906, conductors and motormen to be paid by the hour on the following basis:

For the 1st year,	21 cts. per hour.
For the 2d year,	23 cts. per hour.
for the 3d year and thereafter,	24 cts. per hour.

Fifteenth: It is further agreed that all extra work shall be done by extra men when available.

This agreement shall be in force and effect for one (1) year from date and any change or alteration desired by either party to this agreement must be submitted to the other at least thirty (30) days previous to its expiration, otherwise this agreement shall continue in force for two (2) years.

On the part of The Cleveland and South-Traction Company.

F. T. POMEROY, *President.*
E. F. SCHNEIDER, *Secretary.*

On the part of the Organization.

A. L. BEHNER, *President.*

C. E. SOUTHARD, *Secretary.*

Witness:

SELWYN N. OWEN,

President of State Board of Arbitration.

JOS. BISHOP,

Secretary State Board of Arbitration.

After the above agreement had been signed, the company handed to the Board the following communication:

CLEVELAND, OHIO, June 21st, 1906.

Honorable State Board of Arbitration.

GENTLEMEN:—We would like a statement from you as to whether or not our committee at its meeting on Tuesday afternoon, June 19th. made any promise

or gave any encouragement relative to the increasing of the wages of the men in any department other than motormen and conductors.

Yours very respectfully,

F. T. POMEROY, *President.*

To this letter the Board made reply, as follows:

CLEVELAND, OHIO, June 21st, 1906.

MR. F. T. POMEROY, *President.*

Cleveland and South-Western Traction Co., Cleveland, Ohio.

DEAR SIR:—In reply to your communication of even date, we desire to say that your Company did not give any assurance or promise to the State Board of Arbitration that the wages of employes other than motormen and conductors would be advanced under the terms of the agreement; but that the general manager in the future, as in the past, would exercise his judgment in granting advances to other employes as conditions and the merit of the case may warrant.

Very respectfully yours,

THE STATE BOARD OF ARBITRATION,
by JOSEPH BISHOP, *Secretary.*

In closing this report the Board desires to acknowledge the assistance rendered by the Secretary of the Trade and Labor Council of Cleveland, and also to recognize the respect and consideration shown to it by the representatives of each side pending the final settlement of the controversy, and to commend both the company and the men for their friendly negotiations and amicable agreement.

IRON MOLDERS.

COLUMBUS.

On Thursday, July 5th, the molders and core makers employed at the several job and machinery foundries located at Columbus went on strike for an advance of twenty-five cents per day.

The Board was informed that about 275 men were directly involved. Of this number, 200 were molders and 75 were core makers, all of whom were members of the Iron Molders' Union, and had the support of their national organization.

The following firms were affected by the strike: Jeffrey Manufacturing Company, P. Hayden Saddlery Hardware Company, United States Cast Iron Pipe and Foundry Company, McDonald Bros., Kinnear Manufacturing Company, Hance Casting Company, Carlisle & Schilling Bros., and Chase Foundry and Manufacturing Company. Soon after the strike commenced, the Kinnear Manufacturing Company resumed operation, having arranged satisfactory terms with the workmen.

The committee representing the union stated that under the old scale, molders were paid a minimum rate of \$2.85 and the core makers \$2.50 per day for ten hours, and that on April 25th, they gave notice for an advance of twenty-five cents per day, and a minimum rate of \$3.10 for molders and \$2.75 for core makers; that about May 5th they were informed that the foundrymen refused to grant the advance and proposed that the men employed at the different foundries take up and settle the question with their individual firms; that the proposition was declined by the men, who insisted upon a joint conference to adjust the matter for all establishments and made frequent requests for such meeting, all of which were refused by the employers. The committee further claimed that the wages paid to molders and core makers at Columbus were below that paid for the same class of labor at other places, and even at the proposed increase the rate would be considerably less than the scale prevailing throughout the country, and that the cost of living had increased to such an extent that they were justified in asking for an advance of twenty-five cents per day, and that the union did not nor would not in any manner interfere with the management of the foundries, but on the contrary desired to work in harmony with the employers and endeavor to remove the cause of strikes and lockouts. The committee desired to meet the foundrymen in joint conference and adjust their differences on a friendly basis.

On the other hand, we have the statement of the foundrymen that the trouble with the molders and core makers was not so much a question of wages as it was a question of working conditions. They declared that for a long time their foundries had been under the control of the union, and that union rules or the methods and practices of union workmen were such as to render it difficult to conduct the business; that the union had restricted the output of their plants, dictated to the management in hiring and discharging employes, and in various ways had interfered with the successful operation of the foundries, thus causing almost constant annoyance and trouble and serious financial loss to the employers; that while they declined to treat with the union in the settlement of the strike, or to agree to a minimum wage rate, they were ready to deal with their workmen as such, and would guarantee them fair treatment and the highest wages for competent service.

The refusal of the molders to deal with their individual employers and the attitude of the foundrymen in declining to recognize and treat with representatives of the union, hindered the Board in its efforts to conciliate matters, and for the time being we were unable to arrange a meeting between them.

Within a short time the employers secured the services of a number of non-union men, and one of the largest concerns provided board and lodging for the new men on its premises.

There was no other change in the general situation worthy of note

until July 19th, when the foundrymen issued the following public statement:

The undersigned, The Columbus Foundrymen's Association, propose to operate its foundries hereafter strictly open shop. Competent molders will receive fair treatment, good wages and steady employment, based wholly on merit and efficiency. No shop committees will be allowed. No restriction on output will be tolerated. Worthy boys who desire to apprentice themselves to the molders' trade without restriction will be encouraged.

As many of our desirable former employes who left our employ at the time of the strike, July 5th, as it is practicable to employ may return to work under the above conditions and no other.

We make this statement public and emphatic so that any of our loyal molders with whom we have no dispute will know exactly what conditions to expect.

THE COLUMBUS FOUNDRYMEN'S ASSOCIATION,

per H. T. HANCE, *Secretary*.

The foregoing announcement did not improve matters, but tended rather to aggravate the situation, prolong the trouble and render the work of the Board and a settlement more difficult. However, the Board continued its efforts to bring the parties together until July 30th, when it was suggested by one of the foundrymen and agreed to by the molders' committee, that the Secretary of the Board should arrange for a joint meeting of one representative from each firm, and one representative molder from each foundry involved in the strike. This, however, was not an easy task. While a few of the employers desired such meeting, others were quite indifferent on the subject, and some flatly refused to participate. This work occupied our entire attention until August 4th, when a conference was held at the office of the Board. The meeting was attended by representatives from three of the firms, and one molder from each of the foundries affected by the strike, the mayor of Columbus and the Board. While the foundrymen were not all represented, those who attended the meeting were authorized to speak and act for those who were absent.

During the progress of the conference the employers and workmen indulged in a friendly discussion as to the causes leading up to the strike. Each side presented the claims and grievances set forth in their original statements, and while they expressed a desire for an amicable adjustment, neither side was willing to make the concession necessary to an understanding. The meeting adjourned until August 6th, when it was expected that new propositions would be submitted.

At the appointed time, the second conference was held at the rooms of the Board. The molders stated that they desired an increase in wages and a minimum wage scale, and if these questions were agreed upon, other matters would be easily adjusted. The foundrymen declared their purpose to adhere strictly to the conditions set forth in their public statement of July 19th, all of which were fully explained, and if those conditions would be accepted by the workmen, they would agree to a graded

scale of wages, giving to competent molders three dollars per day and a higher rate to the more efficient workmen, and a lower rate to those less capable, being an advance of fifteen cents per day to competent molders, the same to apply to core makers. This proposition was given as the ultimatum of the employers.

The meeting adjourned, and immediately after, the offer of the foundrymen was submitted to and rejected by a meeting of the local unions, and for the time being friendly negotiations were at an end.

Notwithstanding the discouraging prospect, the Board did not relinquish its work to promote another conference and urged the molders' committee to submit a modified proposition to the employers. Our efforts to this end were renewed from time to time until September 26th, when we received the following communication from the chairman of the molders' committee:

COLUMBUS, OHIO, September 26th, 1906.

HON. JOSEPH BISHOP, *Secretary State Board of Arbitration, Columbus, Ohio.*

DEAR SIR:—In reply to your request for a conference between representative molders and foundrymen involved in the strike now going on in this city and that the molders submit a proposition looking to a settlement of the trouble, we beg leave to say.

We will respond to any request you may make for a conference with the foundrymen and discuss with them the difference of opinion as to the wage rate, and if necessary to an early and amicable adjustment, we will submit a proposition to them which we trust will be acceptable to all concerned.

Very respectfully,

J. J. CASSLEY,
Chairman.

The foundrymen were at once informed that if they would agree to another conference the molders would submit to them a proposition looking to an early adjustment. In response we received the following:

COLUMBUS, OHIO, September 26th, 1906.

HON. JOSEPH BISHOP, *Secretary State Board of Arbitration.*

DEAR SIR:—I have spoken to several of the Foundrymen of Columbus, and they all say that if the individual molders having the confidence of their fellow-workmen, have any proposition to submit they will meet them and consider it.

The former position of the Foundrymen on the matter of conference remains unchanged and they will only meet actual workmen from the different Foundries.

Yours very truly,

N. P. MARPLE.

The position of the employers was explained to the molders' committee, and the conference was arranged for September 28th, and was attended by representatives from the two most prominent firms, and a molder from each foundry involved in the strike, and the Secretary of the Board.

We urged upon the representatives of each side that they give fair and reasonable consideration to the claims of the other, and endeavor to reach a friendly understanding.

Before submitting their proposition, the molders stated that if it should not be accepted by the employers, they reserved the right to withdraw it. With this understanding they proposed a minimum wage rate of \$3.00 per day for molders, and \$2.75 per day for core makers. This proposition was promptly rejected by the foundrymen who gave the subject little or no consideration. The molders withdrew the offer and renewed their original demand, and the conference adjourned, leaving the parties in the position they occupied at the beginning of the strike on July 5th.

From the date of this conference on September 28th until the end of the year, the Board frequently endeavored to bring the parties together again, but without success, as the foundrymen positively declined to entertain any request for further meeting or negotiations with the striking molders or core makers.

INDIANA, COLUMBUS AND EASTERN TRACTION COMPANY.

The latter part of August the Board was informed that discontent prevailed among the conductors and motormen in the employ of the Indiana, Columbus and Eastern Traction Company, operating an electric interurban railway between Columbus, Newark and Zanesville. The men claimed that previous to July 1st, 1906, the motormen and conductors were paid a flat rate of twenty cents per hour, and that on the date named the company announced a new schedule, as follows:

First six months,	18 cts. per hour.
Second six months,	19 cts. per hour.
Second year,	20 cts. per hour.
Third year,	21 cts. per hour.
Fourth year,	22 cts. per hour.
Fifth year and thereafter,	23 cts. per hour.

They also claimed that they were frequently suspended without cause, and forced to lose from one day to two weeks' time and wages without being given an opportunity for explanation or defense; that since the new wage scale went into effect, the men who were receiving the highest wages have been discharged and their places filled by new and inexperienced men at the minimum rate of pay.

We are also informed that the motormen and conductors were members of the Brotherhood of Interurban Trainmen, and that on August 30th a committee representing their organization had requested the company to enter into an agreement with their local union. The agreement

referred to may be summarized as follows, and was refused by the management:

That when a trainman is suspended on charges preferred he shall have a hearing as promptly as the facts in the case will warrant.

That no trainman shall be discriminated against on account of his connection with a labor or political organization.

That trainmen shall be furnished with transportation on the road.

That trainmen, including motormen and conductors shall be paid at the rate of 20 cents per hour the first year of service 23 cents the second and 25 cents the third year, and the latter rate of 25 cents to continue through subsequent years.

That all difference shall be arbitrated between a committee of interurban trainmen and the general manager and superintendent of the road.

That the contract remain in force for one year and as long thereafter as the conditions are mutually satisfactory.

The refusal of the company to accept the proposed agreement did not satisfy the men, who declared their purpose to cease work and tie up the road unless their claims and grievances received proper consideration.

On September 3d the Secretary of the Board called on the manager of the road at Newark, who declared that the complaints of the men were without foundation; that the company desired the service of experienced motormen and conductors, and under no circumstances would it suspend or discharge men without good and sufficient cause; that on July 1st the wages of motormen and conductors were advanced 16½ per cent., and that they were satisfied with their pay, hours of labor and general conditions, and if any discontent prevailed it was caused by unnecessary agitation. The manager had no authority to enter into conference with the men, and referred the Board to the president of the company at Cincinnati.

On September 7th the Board received the following communication, which will explain itself:

NEWARK, OHIO, 9-6-06.

State Board of Arbitration, Columbus, Ohio.

GENTLEMEN:—There being serious grievances existing between the trainmen, composed of motormen and conductors employed on the eastern division of the Indiana, Columbus and Eastern Traction Co.'s line operating between Columbus and Zanesville, Ohio, and said company, we, the members of Buckeye Lodge No. 23 of the Brotherhood of Interurban Trainmen, are desirous of reaching a mutual understanding with the company in reference to these matters.

We therefore respectfully request the State Board of Arbitration to endeavor as early as possible to arrange a conference between the company and employes in train service in order that the differences may be adjusted without prejudice. Thanking you in advance for same, we remain,

Very truly yours,

BUCKEYE LODGE, No. 23,

by *President.*

..... *Secretary.*

(SEAL.)

NOTE—The above letter was signed by the President and Secretary of the organization, but we purposely omit their names.

On September 8th the Secretary called at the general office of the company at Cincinnati, and requested an interview with the president, which he not only declined, but refused to appoint a time for such interview. Failing in our efforts to reach the executive officer of the company, we again visited the division manager at Newark, and laid before him the facts as presented to the Board, and urged him to meet the men and endeavor to remove the cause of complaint.

In the meantime the union had decided to tie up the entire division from Columbus to Zanesville, subject, however, to the direction of the executive committee, and it was with difficulty that the Board persuaded the men to remain at work, which they did under protest.

We continued our efforts to bring about a friendly settlement between the parties until September 18th, when a mutual understanding was reached, and while the men did not secure an increase in wages, other matters were arranged to their satisfaction.

POPE MOTOR CAR COMPANY.

TOLEDO.

On August 31st the Board learned of a strike at the works of The Pope Motor Car Company, located at Toledo, and on the following day the Secretary visited the locality and at once put himself in personal communication with the representatives of the company and the striking employees.

We were informed by the company that it had discharged two machinists, one three weeks before the strike and one four days before the strike for repeatedly violating the rules of the shop by agitating unionism during working hours; that at eight o'clock on the morning of August 30th, a committee representing the machinists' union notified the manager that unless the discharged men were reinstated within one hour, the machinists would walk out; that the men were discharged for good and sufficient reason, and the company could not and would not reinstate them, and this being made known to the committee, the machinists to the number of 238 left the works and declared a strike. The company further stated that it was affiliated with the National Metal Trades Association and that in its contention with the machinists' union, the association was furnishing the men and the money required to operate its plant. The management refused to consider any request or proposition on the part of the Board for a conference or settlement of the trouble, and referred the Board to the secretary of the National Metal Trades Association, who alone was authorized to speak or act for the company on all matters relating to the strike, and declared its purpose to operate an "open shop."

On the other hand, we have the statement of the representatives of the men, that while the discharge of the two machinists may have hastened the strike, the direct cause of the trouble was, that for a long time before the men went out, the Pope Motor Car Company had been a member of the National Metal Trades Association, and in carrying out the policy of said association had gradually substituted non-union machinists in place of the union workmen, and in various ways had discriminated against the union machinists and endeavored to disrupt their organization; that the discharged men had given no cause for complaint, they were sober, industrious, competent workmen and had been in the employ of the company for several years, their only offense being, that they were members of the machinists' union; that the Pope Motor Car Company and the National Metal Trades Association, of which it was a member, were opposed to and endeavoring to disrupt labor unions, is shown by the fact, that after discharging the two men, the company black-listed and persecuted them, and caused their discharge at other shops where they had secured employment, all of which proves the purpose of the Pope Company to destroy the union, and justifies the machinists in demanding the reinstatement of the discharged men and the right of organization which the company claimed for itself.

The strikers were members of several local unions, all of which were affiliated with and had the support of the International Association of Machinists. The representatives of the men desired to meet the company and discuss their differences, and were willing to accept the good offices of the Board in arranging a meeting for them with the company, but as the management declined our service in any capacity, and refused to participate in any meeting with the strikers or their representatives, our endeavors to conciliate matters were unavailing, and for the time being we discontinued our efforts.

Soon after the beginning of the strike, and with the aid of the National Metal Trades Association, the company imported non-union machinists, who were provided with board and lodging in the works. Other new men were being continually employed, many of whom were persuaded by the strikers and their sympathizers to leave the service of the company, while others quit work of their own accord, thus rendering it exceedingly difficult successfully to operate the plant.

On October 12th the Board again visited Toledo and renewed its efforts to bring the parties together and promote an adjustment. The general manager for the company responded to our request for a consultation, bringing with him the attorney for the company and the secretary of the National Metal Trades Association. In answer to our appeals for a meeting with the men, they declined our services, refused to meet or confer with any officer or committee, or other representative of the strikers or the machinists' union, and announced their determination to

deal with the strikers in their individual capacity and operate an "open shop."

The company continued to import and employ new men and operate the plant, but was evidently doing so at great disadvantage and expense.

As we have indicated, each side had the support of the national organization to which it belonged; it will therefore be seen that the strike was a contest of strength and endurance between the National Metal Trades Association and the International Association of Machinists.

At the time of closing this report, December 31st, the strike had been on four months, and there was no apparent change in the attitude of either the men or the company, and we regret to say that the prospect for an understanding between them is not encouraging.

SWITCHMEN LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY.

NOTTINGHAM.

On October 24th the Board received the following official notice:

VILLAGE OF NOTTINGHAM,
OFFICE OF MAYOR, October 23d, 1906.

SELWYN N. OWEN, *Chairman, Columbus, Ohio.*

DEAR SIR:—I believe your Board should at once take up the trouble between the L. S. and M. S. Ry. Co. and their employees. There is evidence of a strike.

Very respectfully,

J. R. EMERICK,
Mayor.

In response to the above notice the Chairman and Secretary of the Board visited Nottingham on Friday, November 27th, and was informed by Mayor Emerick that the switchmen in the employ of the L. S. and M. S. Railway in the freight yards at Nottingham were dissatisfied with their pay and hours of labor, and unless the company would agree to a substantial advance in wages and a shorter work day, they would probably cease work. The statement of Mayor Emerick was confirmed by representative switchmen employed in the yard of the railway company at Nottingham.

The members of the Board also called on the general superintendent of the company, who received them cordially and talked freely regarding the grievances and claims of the switchmen, and expressed the desire and intention of the company to deal fairly with the men in all matters.

Upon request, the Board was given the following copy of the communication submitted to the company by the officials representing the switchmen on the various divisions of the road.

To the General Officials L. S.

GENTLEMEN:—As representatives ask that you accept and place of the following articles.

Article 1. A working c

Article 2. A rule for the minimum.

Article 19. A change in on engines, 42 cents per hour

We also desire that the switchmen and a minimum for them.

We also wish to ask you of switchmen which will be enjoyed by engine men.

We would ask that you within a period of thirty days

(Signed.)

To the foregoing conditions follows:

MR. E. D. JACKSON, 304 Smith

DEAR SIR:—I would like on the committee who presented our conference and refer to you require the adoption of a rates per hour from the present for all switchmen and yard

I must advise that for certain the proposed change to a

As to the rates per hour they are so exorbitant that it is my belief that you have not you shall be given increases and amounting in many instances

(Signed.)

On Tuesday, October meeting of the Board of America at Cleveland, where the subject. They were men were not confined to Cleveland, but that the men on all divisions of

or more; that under the existing schedule the switchmen employed in the yards of Cleveland and vicinity, were paid 27 cents per hour for day work and 32 cents an hour for night work, and the switch tenders were paid \$1.53 for a twelve hour day; that while the foremen and switchmen were employed for a ten hour day, they were frequently required to work twelve and fourteen hours, being paid for the over time at the same rate as for the regular day; that they were liable to suspension for damage to cars caused by defective brakes, for which they were not responsible; that their work was extremely hazardous, especially during the winter season, when they were in constant danger, and that the cost of living had increased to such an extent as to make a substantial advance in wages an absolute necessity.

On Wednesday, October 31st, the Board attended a conference between the committee representing the switchmen and the general superintendent of the road, when the men withdrew the demand for an eight hour day and asked for a general advance of ten cents per day.

The company explained that the shorter work day and the increase in wages demanded by the switchmen, would, if conceded, add millions of dollars to the operating expenses, and while it could not agree to the terms proposed, it gave assurance that a reasonable advance in wages would be granted.

While the conference adjourned without an adjustment, it was understood that negotiations would be continued; and the Board was given the assurance by the company and the switchmen that a mutually satisfactory agreement would be reached.

Within a few days negotiations were renewed, frequent conferences were held, and an agreement entered into providing for an increase of four cents per hour to date from November 1st.

In closing this report we have pleasure in saying that from the beginning of the controversy, the officials of the L. S. and M. S. Railway Company, and the representatives of the Switchmens' Union manifested due regard for each other. Their meetings were characterized by good will and a desire for friendly operations, and in this respect we commend their method of settling differences to employers and employes generally.

THE SELBY SHOE COMPANY.

PORTSMOUTH.

On Tuesday, December 11, the Board was officially informed of a strike at the factory of The Selby Shoe Company, located at Portsmouth, and employing in the aggregate more than 1,600 hands, and on the same date, the Chairman and Secretary of the Board visited Portsmouth and

at once put themselves in communication with the company and the striking employees.

It was learned that the strike was confined to the cutting department, and that the outside cutters to the number of ninety-five ceased work at noon on Friday, December 7th, and while the other departments were not then directly affected, it was evident that unless the differences with the cutters were soon adjusted, the entire establishment would be compelled to suspend operation.

On December 12th the committee representing the cutters promptly responded to the request of the Board for a conference with a view of ascertaining the cause and endeavoring to promote a settlement of the trouble.

The committee stated that the cutters were frequently ordered to work over time and the management required them to cut as many pairs of shoes at night as they did in the day time; that at night they labored under considerable disadvantage and were unable to do as much, or as good work by electric light as they did during the day, and therefore the over time work was neither satisfactory to them nor profitable to the company; that while they did not desire to work at night, they were willing to do so during the rush season, providing they were given time and one-half for all over time work, and a committee representing the cutters' organization was appointed to notify the company of their decision; that the company refused to recognize the committee and also declined to grant extra pay for over time, and discharged four men whom it considered agitators and leaders in the cutters' organization, when in fact they were no more active than others. It was also stated that the cutters did not favor the merit system of the company, regarding the final results to increase the regular day's work and ultimately lead to a cut in wages.

The men declared their right to organize and to be represented by their officers and committees, and these rights having been denied them by the company and their representatives having been ignored and discharged without cause, they were justified in the stand they had taken, and were unanimous in demanding the recognition of their committee, the reinstatement of the discharged men and time and one-half for all over time. They were ready and willing to meet the company and discuss their differences, but refused to take the initiative in the matter.

According to the statement of the committee the cutters' organization was local in its character, and was formed more for social purposes than to regulate working conditions. It was not affiliated with any labor organization and was exclusive, in that it was composed entirely of the outside cutters at the Selby plant and did not desire or solicit the support of workmen in other departments or factories, and would not molest, or interfere with the company or its employees in the operation of the factory.

An extended conference was also held with the officers of the company to which they readily assented, and gave the Board every opportunity to learn the facts regarding the controversy.

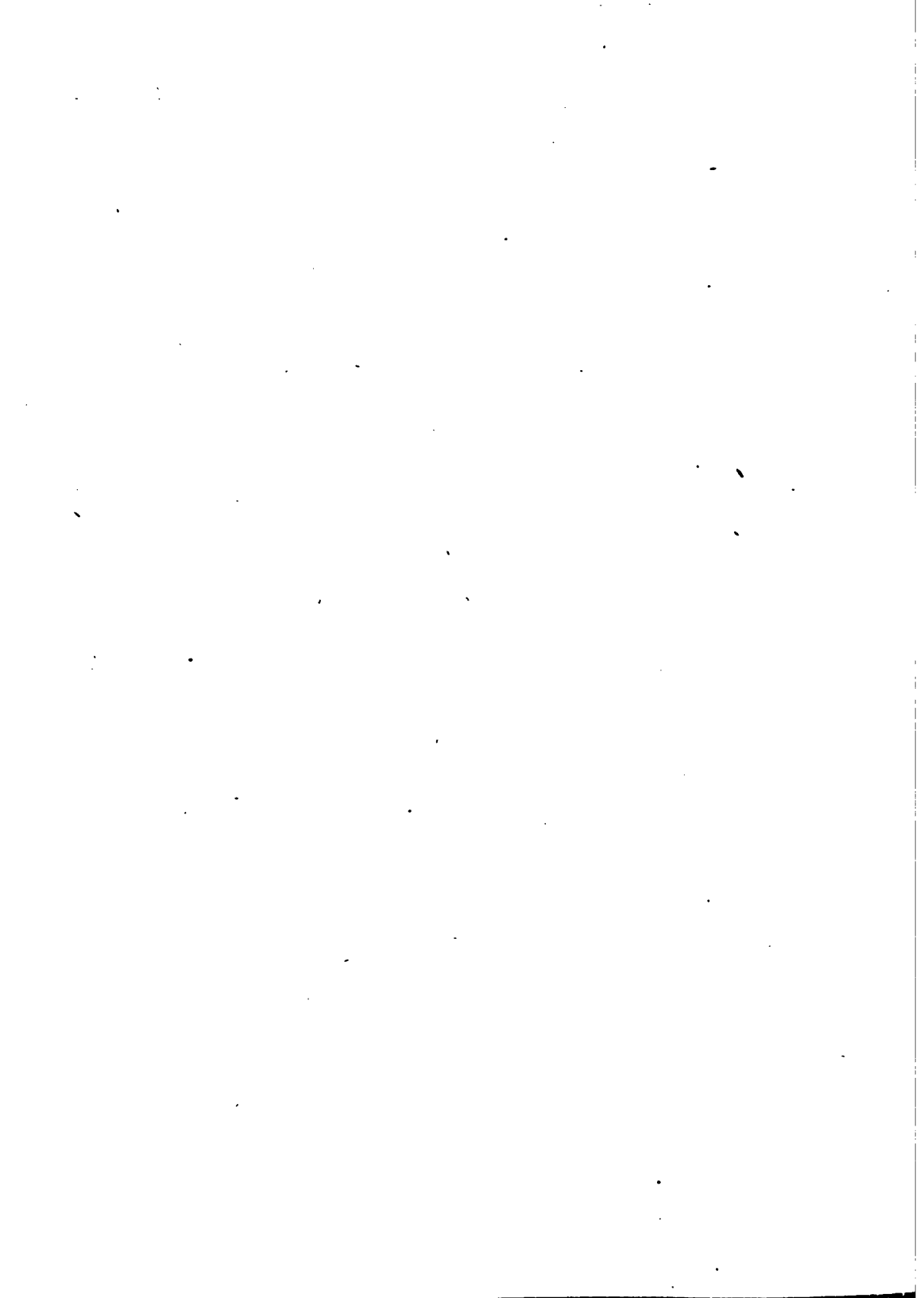
The company stated that the cutters went out without notice and without substantial cause, and that if the understanding which had existed with its employees had been observed by the men, the matters in dispute would have been settled to their entire satisfaction without resort to strike; that for many years it had been the policy of the company to deal with its workmen as individuals and not as organized bodies, and to not treat with them while on strike; that the employees of any department, or any number of them having a grievance, were invited to confer with their foreman or superintendent, or with the president of the company, with the assurance that they would receive fair treatment, and that pending the settlement of such matters, the principle of "work and adjust" should be adhered to by all concerned; that the company refused to pay the cutters time and one-half for over time work, for the reason that extra pay for over time did not prevail at competing factories, and to grant the demand of the cutters would lead to similar demands being made by the employees of all other departments, and would increase the cost of the product of the Selby Company and give their competitors a corresponding advantage over them in the market; that the discharge of the four cutters was for good and sufficient cause, but if it could be shown to the satisfaction of the management that they were not the aggressors in the trouble, their application for reinstatement would be considered.

The company also informed the Board that it endeavored to advance the welfare of all its employees. It had established a merit system whereby the workmen could earn extra pay during the regular working hours, and had also provided a profit sharing plan, under which the employees who were eligible were paid a dividend on their earnings based on the net profits of the business, and that under the profit sharing plan, from April, 1903, until October, 1906, it had paid its employees the sum of \$69,420.93.

The company announced that it desired co-operation, and not contention with its employees, and that it would do all and more for them without strike than they could accomplish by such method. It would not attempt to fill the places of the cutters or enter into contest with them regarding their demands, but if the strike continued, the entire factory would be closed until such time as it could resume operations under former conditions. If, however, the cutters would return to work, they could select a committee to meet with the company and adjust all matters of difference.

As will be seen from the foregoing statements, the men were firm in the position they had taken, and the company was equally so. It was evident that they desired to restore working relations, but neither of

In closing this report the members of the Board have pleasure in commending the company and the cutters for their dignified and gentlemanly treatment of each other during the strike, and also for the conciliatory spirit shown by them in the settlement of their differences, without which the work of the Board would have been unavailing.



SUMMARY (NOT COMPLETE) OF THE ARBITRATION ACT.

I. OBJECTS AND DUTIES OF THE BOARD.

The State Board of Arbitration and Conciliation is charged with the duty, upon due application or notification, of endeavoring to effect amicable and just settlements of controversies or differences, actual or threatened, between employers and employes in the State. This is to be done by pointing out and advising, after due inquiry and investigation, what in its judgment, if anything, ought to be done or submitted to by either or both parties to adjust their disputes; of investigating, where thought advisable, or required, the cause or causes of the controversy, and ascertaining which party thereto is mainly responsible or blameworthy for the continuance of the same.

2. HOW ACTION OF THE BOARD MAY BE INVOKED.

Every such controversy or difference *not involving questions which may be the subject of a suit or action in any court of the State*, may be brought before the board: *provided*, the employer involved employs not less than twenty-five persons in the same general line of business in the State.

The aid of the board may be invoked in two ways:

First—The parties immediately concerned, that is, the employer or employes, or both conjointly, may file with the board an application which must contain a concise statement of the grievances complained of, and a promise to continue on in business, or at work (as the case may be), in the same manner as at the time of the application, without any lock-out or strike, until the decision of the board, if it shall be made within ten days of the date of filing said application.

A joint application may contain a stipulation making the decision of the board to an extent agreed on by the parties, binding and enforceable as a rule of court.

An application must be signed by the employer or by a majority of the employes in the department of business affected (and in no case by less than thirteen), or by both such employer and a majority of employes jointly, or by the duly authorized agent of either or both parties.

Second—A mayor or probate judge when made to appear to him that a strike or lock-out is seriously threatened, or has taken place in his vicinity, is required by the law to notify the board of the fact, giving the name and location of the employer, the nature of the trouble,

and the number of employes involved, as far as he can. When such fact is thus or otherwise duly made known to the board it becomes its duty to open communication with the employer and employes involved, with a view of adjustment by mediation, conciliation or arbitration.

3. WHEN ACTION OF THE BOARD TO CEASE.

Should petitioners filing an application cease, at any stage of the proceedings, to keep the promise made in their application, the board will proceed no further in the case without the written consent of the adverse party.

4. SECRETARY TO PUBLISH NOTICE OF HEARING.

On filing any such application the Secretary of the board will give public notice of the time and place of the hearing thereof. But at the request of both parties joining in the application, this public notice may, at the discretion of the board, be omitted.

5. PRESENCE OF OPERATIVES AND OTHERS, ALSO BOOKS AND THEIR CUSTODIANS, ENFORCED AT THE PUBLIC EXPENSE.

Operatives in the department of business affected, and persons who keep the records of wages in such department and others, may be subpoenaed and examined under oath by the board, which may compel the production of books and papers containing such records. All parties to any such controversy or difference are entitled to be heard. Proceedings before the board are conducted at the public expense.

6. NO COMPULSION EXERCISED, WHEN INVESTIGATION AND PUBLICATION REQUIRED.

The board exercises no compulsory authority to induce adherence to its recommendations, but when mediation fails to bring about an adjustment it is required to render and make public its decision in the case. And when neither a settlement nor an arbitration is had, because of the opposition thereto of one party, the board is required at the request of the other party to make an investigation and publish its conclusions.

7. ACTION OF LOCAL BOARD — ADVICE OF STATE BOARD MAY BE INVOKED.

The parties to any such controversy or difference may submit the matter in dispute to a local board of arbitration and conciliation consisting of three persons mutually agreed upon, or chosen by each party selecting one, and the two thus chosen selecting the third. The jurisdiction of such local board as to the matter submitted to is exclusive.

but it is entitled to ask and receive the advice and assistance of the State Board.

8. CREATION OF BOARD PRESUPPOSES THAT MEN WILL BE FAIR AND JUST.

It may be permissible to add that the act of the General Assembly is based upon the reasonable hypothesis that men will be fair and just in their dealings and relations with each other when they fully understand what is fair and just in any given case. As occasion arises for the interposition of the Board, its principal duty will be to bring to the attention and appreciation of both employer and employes, as best it may, such facts and considerations as will aid them to comprehend what is reasonable, fair and just in respect of their differences.

THE ARBITRATION ACT.

AS AMENDED MAY 18, 1894, AND APRIL 24, 1896.

AN ACT

To provide for a state board of arbitration for the settlement of differences between employers and their employes and to repeal an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employes," passed February 10, 1885.

State board of arbitration and conciliation; appointment and qualifications of members.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio*, That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employe or an employe selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the governor; and provided, also, that appointments made when the senate is not in session may be confirmed at the next ensuing session.

Term.

SECTION 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner above provided. If, for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

Vacancy; removal.

Oath.

SECTION 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman, and one of their number as secretary. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor.

Chairman and secretary.

Rules of procedure.

SECTION 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state, exist between an employer (whether an individual, co-partnership or corporation) and his employees, if, at the time he employs not less than twenty-five persons in the same general line of business in this state, the board shall, upon application as hereinafter provided and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers co-operating with respect to any such controversy or difference, and the term employees includes aggregations of employees of several employers so co-operating. And where any strike or lock-out extends to several counties, the expenses incurred under this act not payable out of the state treasury, shall be apportioned among and paid by such counties as said board may deem equitable and may direct.

Adjustment
of differences
between em-
ployer and
employees.

As amended
April 24, 1896.

Expenses, how
paid.

SECTION 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

Written deci-
sion in case of
failure of such
mediation.

SECTION 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy; and shall be signed in the respective instances by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board.

Application
for arbitration
and concilia-
tion.

SECTION 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as

Contents of
application as
Amended May
18, 1894.

May contain stipulation that decision shall be binding and such decision may be enforced.

at the time of the application, without any lock-out or strike, until the decision of said board, if it shall be made within ten days of the date of filing said application; provided, a joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and such decision to such extent may be made and enforced as a rule of court in the court of common pleas of the county from which such joint application comes, as upon a statutory award.

Notice of time and place for hearing controversy.

SECTION 8. As soon as may be, after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

Failure to perform promise made in application.

As amended May 18, 1894.

Power to summon and examine witnesses, administer oaths and require production of documents.

SECTION 9. The board shall have power to subpoena as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief, or otherwise, to have knowledge of the matters in controversy or dispute, and any who keeps the records of wages earned in such departments, and examine them under oath touching such matters, and to require the production of books or papers containing the record of wages earned or paid. Subpoenas may be signed and oaths administered by any member of the board. A subpoena or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasurer of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the board that such fees are correct and due. And the board shall have the same power and authority to maintain and enforce order at its hearings and obedience

Subpoenas or notices, how served.

Authority to enforce order at hearings and obedience to writs of subpoena.

to its writs of subpoena as by law conferred on the court of common pleas for like purposes.

SECTION 10. The parties to any controversy or difference, as described in section 4 of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

Submission of controversy to local board of arbitration and conciliation: selection of such board; chairman.

SECTION 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

Powers and jurisdiction of local board; decisions of such board.

SECTION 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitrators exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

Compensation of members of local board.

SECTION 13. Whenever it is made to appear to a mayor or probate judge in this state that a strike or lock-out is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employes involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise, that a strike or lock-out is seriously threatened, or has actually occurred, in this state, involving an employer and his present or past employes, if at the time he is employing, or, up to the occurrence of the strike or lock-out, was employing not less than twenty-five persons in the same general line of business in the state, it

As amended April 24, 1896.

Mayor or probate judge to notify state board of strike or lock-out.

State board to communicate with employer and employes.

shall be the duty of the state board to put itself in communication, as soon as may be, with such employer and employes.

As amended April 24, 1896.

State board to endeavor to effect amicable settlement or induce arbitration of controversy, investigate and report cause thereof and assign responsibility.

SECTION 14. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or, if that seems impracticable, to endeavor to persuade them to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 9 of this act; provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such investigation and publication shall, at the request of the other party, be had. And the expense of any publication under this act shall be certified and paid as provided therein for payment of fees.

Expense of publication, how paid.

Fee and mileage of witnesses subpoenaed by state board.

SECTION 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said state board shall certify the amount due each witness to the auditor of the county in which the controversy or difference exists. who shall issue his warrant upon the treasury of said county for the said amount.

As amended May 18, 1894.

Annual report of state board.

SECTION 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employes.

SECTION 17. The members of said board of arbitration and conciliation hereby created shall each be paid five

dollars a day for each day
sary traveling and other
board shall, quarterly, cer
and on presentation of
shall draw his warrant o
amount. When the state
state, the adjutant genera
such meeting.

SECTION 18. That a:
the creation and to prov:
of voluntary arbitration to
employers and employes,
state, passed February. 10

SECTION 19. This a:
from and after its passag:

RULES OF PROCEDURE.

1. Applications for mediation contemplated by section 6 and other official communications to the board must be addressed to it at Columbus. They shall be acknowledged and preserved by the Secretary, who will keep a minute thereof, as well as a complete record of all the proceedings of the board.

2. On the receipt of any document purporting to be such application, the Secretary shall, when found or made to conform to the law, file the same. If not in conformity to law, he shall forthwith advise the petitioners of the defects with a view to their correction.

3. The Secretary shall furnish forms of application on request.

4. On the filing of any such application the Secretary shall, with the concurrence of at least one other member of the board, determine the time and place for the hearing thereof, of which he shall immediately give public notice by causing four plainly written or printed notices to be posted up in the locality of the controversy, substantially in the following form to-wit:

STATE OF OHIO,
OFFICE OF STATE BOARD OF ARBITRATION,
COLUMBUS, OHIO,, 189...

PUBLIC NOTICE.

The application for arbitration and conciliation between
employer, and employees, at
....., in County,
will be heard at, on the
day of, 189.., at o'clock, .. M.

THE STATE BOARD OF ARBITRATION,
By, Secretary.

5. The Secretary, as far as practicable, shall ascertain in advance of the hearing what witnesses are to be examined thereat, and have their attendance so timed, as not to detain any one unnecessarily, and make such other reasonable preparation as will, in his judgment, expedite such hearing.

6. Witnesses summoned will report to the Secretary their hours of attendance, who will note the same in the proper record.

7. Whenever notice or knowledge of a strike or lock-out, seriously threatened or existing, such as is contemplated by section 13, shall be communicated to the board, the Secretary, in absence of arrangements to the contrary, after first satisfying himself as to the correctness of the information so communicated by correspondence or otherwise, shall visit the locality of the reported trouble, ascertain whether there be still serious difficulty calling for the mediation of the board, and if so, arrange for a conference between it and the employer and employees involved, if agreeable to them, and notify the other members of the board; meantime gathering such facts and information as may be useful to the board in the discharge of its duties in the premises.

8. If such conference be not desired, or is not acceptable to either or both parties, the Secretary shall so report, when such course will be pursued, as may, in the judgment of the board, seem proper.

9. Unless otherwise specially directed, all orders, notices and certificates issued by the board shall be signed by the Secretary as follows:

THE STATE BOARD OF ARBITRATION,

By, Secretary.

The foregoing rules have been adopted and are herewith submitted for approval.

SELWYN N. OWEN, *Chairman,*

JOSEPH BISHOP, *Secretary,*

JOHN LITTLE,

State Board of Arbitration.

Approved: WM. McKINLEY, JR., *Governor.*

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